

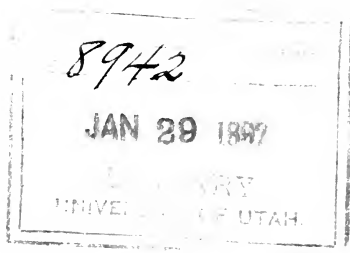
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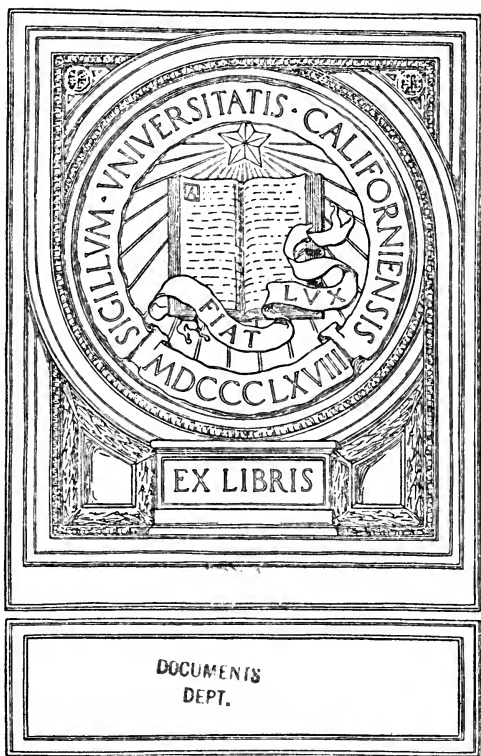
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# FINAL REPORT

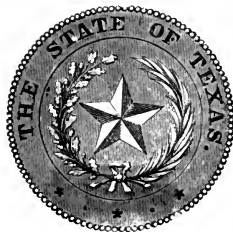
OF THE

## CAPITOL BUILDING COMMISSIONERS

UPON THE

### COMPLETION OF THE NEW CAPITOL.

AUSTIN, SEPTEMBER 25, 1888.



AUSTIN:  
STATE PRINTING OFFICE  
1888.

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# FINAL REPORT

OF THE

## CAPITOL BUILDING COMMISSIONERS.

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### REPORT OF COMMISSIONERS.

To His Excellency L. S. Ross, Governor of Texas:

SIR—In obedience to the law creating this Commission, requiring a printed report and history of our work and proceedings to be furnished to the next regular session of the Legislature, we respectfully submit the following report, prepared from the records of this office by the Secretary, believing the same to be a correct history of our official acts since the publication of our last report, made to your Excellency at the called session of the Twentieth Legislature, April 16, 1888.

It has been our endeavor, in the progress of our labors, to strictly comply with the requirements of the law; and this and our former reports, together with the Capitol building as erected and completed, we think fully attest the fact that the requirements of the law have been complied with, and no effort on the part of this Commission has been wanting to prevent any essential omission, either in its general design or construction, which would add to its excellence, convenience, and stability.

The general results in some few instances have not been as satisfactory to us as we desired, owing to imperfections in the original plans and specifications which we were unable to have corrected, as your Excellency is well aware of the difficulty we have always encountered in having any alterations made from the original plans. We feel gratified, however, in being able to state that an inspection of the entire structure will demonstrate the fact that we have excelled as far as our means would permit.

The history of the building will show that we had but \$1,500,000 as an available fund for its erection and completion. We now present to the State of Texas a State House in magnitude, stability, convenience, and elegance of finish not excelled by any State capitol in the United States, containing many of the most useful modern appliances and conveniences known to the building art, and one which by the records of this Commission cost in material and labor alone \$3,744,630.60—a building in size and accommodations ample to supply the necessary demands of every department of the State Government, Executive, Legislative and Judicial, containing two hundred and sixty-four apartments, every one of which is designed for occupancy, being arranged to be thoroughly heated, lighted, and ventilated.

With this report our connection with the capitol construction ceases. We will have discharged, by its publication, the only remaining duty imposed upon us by the law and the contract; but, inasmuch as you may desire some time to examine the building, we stand ready to aid you in any matter connected with our former duties as commissioners that you may deem expedient.

The history and the result of our labors are respectfully submitted to your Excellency, and through you to the people of Texas and their posterity, for a fair and impartial judgment.

Respectfully,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

Austin, Texas, September 20, 1888.

## REPORT OF SUPERINTENDENT.

To His Excellency Governor L. S. Ross:

SIR—In submitting this my final report as Superintendent of Construction of the Capitol Building, I have only to reiterate what has been stated in each preceding report of this Commission, during the progress of the work upon the building, to-wit: That I have, at all times, endeavored to see that the contracts, plans, and specifications have been faithfully carried out, and I have, to the best of my ability, used every effort to secure for the State of Texas a capitol building which, in all its appointments, is the most massive and complete governmental structure in America. I am firmly convinced that a thorough examination of the building, together with the contracts, plans, specifications, and records of its construction, will fully attest the fidelity and efficiency with which I have discharged the duties of superintendent of this work.

I fully concur in the statements contained in the foregoing report of the Commissioners, and I would respectfully refer to the report of the Secretary, as recorded in the following pages, embodying a detailed account of my official acts since the publication of the last report of this Commission, April 16, 1888, to the present date.

The capitol building having been entirely completed, upon the close of my labors as Superintendent of its construction I desire to return my heartfelt thanks to your Excellency, and to the members of the Capitol Board, for the uniform courtesy which you have shown me on all occasions during my connection for the past several years with the construction and completion of the capitol building.

Respectfully,

R. L. WALKER,  
Superintendent of Construction.

Austin, Texas, September 25, 1888.

## REPORT OF SECRETARY.

To His Excellency L. S. Ross, Governor of Texas:

In obedience to the law requiring me to "prepare for and furnish to each regular session of the Legislature a printed report and history of the proceedings and work of the Commissioners in every particular," I have the honor to submit the final report of this Commission upon the completion of the new Capitol Building, which includes such of the acts of the Capitol Reception Board, composed of the Governor, Comptroller, Treasurer, and Commissioner of the General Land Office, and also of the Capitol Board,



composed of the foregoing State officials, with the addition of the Attorney-General, as have been passed by these boards upon the proceedings and work of the Capitol Commissioners.

The following official record is from the close of the last printed report of this Commission, April 16, 1888 (on the occasion of the convening of the Twentieth Legislature in extra session), to the present date, September 21, 1888, upon the completion of the Capitol Building, when the official labors of this Commission were concluded.

It may be proper to state that from the commencement of work on the Capitol Building to its entire completion there have been published, in accordance with law, three bi-ennial reports of the Capitol Building Commission, of dates, respectively, January 1, 1883, January 1, 1885, and November 1, 1886, made to regular sessions of the Legislature; also special report to the extra session of the Twentieth Legislature, April 16, 1888; and this final report.

These reports, copies of which are on file in the office of Secretary of State, contain a complete history of the construction, erection, and completion of the Capitol Building, together with copies of all contracts, specifications, bonds, and all papers connected therewith.

The first official act in reference to the Capitol Building after the close of the last printed report of April 16, 1888, was the meeting of the Capitol Reception Board under the following law, passed by the extra session of the Twentieth Legislature:

CHAP. 17.—[*S. for S. H. B. 38.*] *An act to provide for the reception of the new State Capitol Building.*

Whereas there is no provision in the law which clearly defines how or in what manner the new State Capitol Building shall be received: Therefore,

SECTION 1. *Be it enacted by the Legislature of the State of Texas:* That the Governor, Treasurer, Comptroller, and Commissioner of the General Land Office, are hereby constituted a board for the purpose of receiving or rejecting the new State Capitol Building, in whole or in part, with full power to act in the premises, saving and reserving to the State all rights under the contract and the securities given for the performance thereof: *Provided*, That the contractor shall in no wise be held responsible for any injury done to said building by the public after the reception of said building or any part thereof.

SEC. 2. That the near completion of this important work requires immediate action not heretofore provided for by law, and creates an imperative public necessity and an emergency demanding that the constitutional rule requiring bills to be read on three several days be suspended, and that this act take effect and be in force from and after its passage, and it is so enacted.

[NOTE.—The foregoing Act originated in the House, and passed the same by a vote of 83 yeas, 1 nay; and passed the Senate by a vote of 22 yeas, 5 nays.]

Approved May 2, 1888.

On May 3, 1888, the Board provided for in the foregoing law met, organized, and having considered the terms and requirements of said law, adopted the following resolutions:

#### FIRST RESOLUTION.

*Resolved*, That the Capitol Building Commissioners be and they are hereby requested to report to this Board the condition of the work on the new capitol building; what part of said building has been completed, and what work remains to be done to complete the whole in accordance with the plans and specifications and terms of the contract; what part of said Building is now ready for reception and occupancy by the State.

#### SECOND RESOLUTION.

*Resolved*, That the Commissioners state whether or not the drainage is thorough and complete from the basement and other portions of the building; whether or not the roofing

entire, including the dome, is now water-tight and free from seeps; whether or not the two cisterns are completed and cleansed ready for use and free from seeps; whether or not the steam heating is considered entirely complete and sufficient; whether or not the water pipes are in perfect order and ready for use; whether or not the elevator and its workings are fully completed and in good working order; whether or not the boiler house and surroundings have been entirely completed.

After consultation between the Board, the Commissioners, Superintendent, and Sub-contractor, but without taking any further action, the Board adjourned.

On the following day, May 4, 1888, the Capital Reception Board met again, and the Secretary read the following communication from Mr. Gus Wilke, sub-contractor of the capitol building:

AUSTIN, TEX., May 4, 1888.

Governor L. S. Ross, President Capitol Board:

DEAR SIR—In reply to your verbal inquiry of yesterday, as to my views upon Section 24 of the capitol contract, as to whether any rooms in the new capitol are so far completed as to be ready for occupancy by the state, I would say that, with the exception of hanging the inside blinds, which will take about six weeks to do, the rooms are ready for occupancy; and with the exception of two flights of iron steps at the east and west ends of the building, which will be in position in about sixty days, the entire building is completed in accordance with the contracts, plans, and specifications.

I do not desire to unnecessarily detain from the state the possession of any portion, room, or apartment of the building when the same could be occupied with advantage to the State of Texas. I have used every effort in my power to complete the entire building as fast as good construction would admit, but it has been absolutely impossible to get the two remaining items of work done any sooner than mentioned above.

While no room in the building is completed in the sense set forth in the contract, yet I have no objection to the state taking possession of the building if your capitol board will accept same so far as constructed to date, with the understanding that I shall finish the remainder of the work within a certain agreed time and without inconvenience to the occupants of the building.

Respectfully,

GUS WILKE,  
Sub-Contractor.

In accordance with the resolutions of the Capitol Reception Board, Commissioners Lee and McLaurin and Superintendent R. L. Walker submitted the following communication and report:

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, TEXAS, May 4, 1888.

Governor L. S. Ross, President Capitol Board:

DEAR SIR—In obedience to the resolution adopted by the Capitol Board yesterday, we have the honor to state that we requested a report from General R. L. Walker, Superintendent of Construction, upon that portion of said resolution referring to the condition of the work upon the New Capitol Building, and an answer to the queries propounded in regard to various parts of the work done upon said building, and we herewith submit General Walker's report.

We concur in this report, and would say that with the exception of the three items of work not yet done, as mentioned in said report, viz., the inside blinds, the iron stairways at east and west ends of the building, and the drainage—we are of opinion that the building has been completed in accordance with the contracts, plans, and specifications, and to the satisfaction of the Commissioners.

We therefore deem that with the exceptions referred to above the entire building is ready for reception and occupancy by the State under the terms and conditions of the contract.

Respectfully,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

OFFICE OF SUPERINTENDENT OF CONSTRUCTION, NEW STATE CAPITOL,  
AUSTIN, TEXAS, May 4, 1888.

Messrs. Lee and McLaurin, Capitol Building Commissioners:

GENTLEMEN—In compliance with your request, I have the honor to report as follows to you for the information of the Capitol Board, in answer to the following resolutions adopted yesterday by the said Board:

*“Resolved,* That the Capitol Building Commissioners be and they are hereby requested to report to this Board the condition of the work on the New Capitol Building; what part of said building has been completed, and what work remains to be done to complete the whole in accordance with the plans and specifications and terms of the contract; what part of said building is now ready for reception and occupancy by the State.

*“Resolved,* That the Commissioners state whether or not the drainage is thorough and complete from the basement and other portions of the building; whether or not the roofing entire, including the dome, is now water-tight and free from leaks; whether or not the two cisterns are completed and cleansed, ready for use, and free from seeps: whether or not the steam heating is considered entirely complete and sufficient; whether or not the water-pipes are in perfect order and ready for use; whether or not the elevator and its workings are fully completed and in good working order; whether or not the boiler house and surroundings have been entirely completed.”

In answer to the first resolution, I beg leave to report that the work upon the building has been entirely completed in accordance with the contracts, plans, and specifications, with the exception of having the inside blinds, and putting up and finishing two flights of iron stairways in the east and west ends of the building.

In answer to the second resolution, I beg leave to report as follows:

1st. That the roof has been constructed in accordance with the contract, plans, and specifications adopted for this work, and the roof is now free from leaks.

2nd. Upon the completion of the cisterns they were tested and found to be in good condition, and so far as can be ascertained are free from seeps.

3rd. The boiler house has been entirely completed, according to plans and specifications.

4th. The steam heating system was tested, after completion according to contract, for two weeks during the coldest weather in February last, and was found to be in perfect working order.

5th. The water-pipes have also been tested several times, and found to be in first-class condition.

6th. The elevator, and all its appliances, have also been tested, and found to be in accordance with specifications, and ready for use.

7th. In reference to the system of drainage for the building, I am satisfied that arrangements can be made with the contractor for adopting some method for rendering this work satisfactory, which will be done before final acceptance of the building.

Respectfully,

R. L. WALKER,  
Superintendent of Construction.

After discussing the foregoing communications and report, no agreement could be reached between the Board, Commissioners, Superintendent, and Sub-contractor Wilke, and the meeting adjourned subject to the call of the Governor.

On May 7, 1888, the Capitol Reception Board met again. All the members of the Board were present, as follows: Governor L. S. Ross; Hon. Jno. D. McCall, Comptroller; Hon. R. M. Hall, Commissioner of the General Land Office; and Hon. F. R. Lubbock, Treasurer. There were also present Capitol Commissioners Lee and McLaurin; Gen. R. L. Walker, Superintendent of Construction; Col. Abner Taylor, Capitol Contractor; representatives of the press, and others.

The report of the Commissioners and Superintendent upon the work done upon the Capitol Building to date, and which was read at the last meeting of the Board, as appears in full in the foregoing pages of this report, was taken up and re-read and considered.

The terms and requirements of the law under which the Board was acting were again fully discussed.

Section 24 of the original contract was then read, as follows:

24. And it is further covenanted, agreed, and understood, that the party of the second part shall deliver to the party of the first part the possession of such portions, rooms, and apartments of said new Capitol Building as may be completed from time to time, as soon as the same can be occupied by the several departments and officers of the State Government, and shall not unnecessarily detain the possession of any portion, room, or apartment of said building when the same could be occupied with advantage to the State of Texas; but it is expressly understood that such occupancy shall not interfere with the further progress of the work, nor shall the occupancy of any portion of the said building be construed to be an acceptance of the same, in regard to any substantial defect in the materials or the construction of the work.

After the Board had considered this section, finally Hon. R. M. Hall offered the following resolution :

*Be it resolved*, This Board, acting under and by the authority of the act entitled "An act to provide for the reception of the new State Capitol Building," approved May 2, 1888, that it is our opinion that so much of said building as has been completed as set forth and recited in the report of the Capitol Building Commissioners and the Superintendent of Construction on the fourth day of May, 1888, is ready for reception, and the same is hereby received in the name of and for the State of Texas, hereby relieving the Contractor from all care and responsibility for the custody and protection of said building.

This resolution was taken under consideration by the Board and the Contractor, and the meeting adjourned.

On the following day, May 8, 1888, the Board, Commissioners, Superintendent, and Contractor met again, and the resolution taken under consideration at the meeting yesterday was again discussed, and, after being amended, was finally adopted by the Board and agreed to by the Contractor, as follows:

*Be it Resolved*, This board, acting under and by virtue of the authority of an act entitled, "An act to provide for the reception of the New State Capitol Building," approved May 2, 1888, that it is our opinion that so much of said building as has been completed as set forth and recited in the reports of the Capitol Building Commissioners and the Superintendent of Construction, of date May 4, 1888, is ready for reception, and the same is hereby received in the name of and for the State of Texas, hereby relieving the contractor from all care and responsibility for the custody and protection of said building and from any injury done to same by the public after this date, provided that the contractor shall be responsible for all damage done the building or any part thereof by himself, sub-contractor, agents, or employees, during the completion of said building, it being expressly understood that neither the State nor the contractor waive, relinquish, or surrender any right or obligation under the laws of the contract now existing.

This resolution was then embodied in an agreement, with the reports of the Commissioners and Superintendent on the condition of the building attached thereto, and executed in duplicate, being signed by the Commissioners and Contractor, approved by the Governor, and advised and consented to by the Comptroller, Treasurer, and Commissioner of the General Land Office, constituting the Capitol Reception Board.

The Board then adjourned.

(For a copy of this agreement, see Appendix, Exhibit 1.)

As stated in the reports of the Commissioners and Superintendent attached to the agreement referred to above, the drainage for the building had not been perfected, and on the 12th of June, 1888, the Capitol Board, composed of the five heads of Departments, held a meeting on this question.

The Commissioners submitted the following correspondence between themselves and the Sub-contractor of the building on the subject of drainage, which was taken up and read:

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, June 1, 1888.

Mr. Gus Wilke, Sub-Contractor State Capitol:

DEAR SIR—We beg to call your attention to the drainage provided for the window areas and entrance door ways for the basement story of the Capitol building.

We do not regard the work, as it now stands, as being either satisfactory or up to the requirements of the contracts.

Respectfully yours,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

AUSTIN, TEXAS, June 4, 1888.

Messrs. Lee and McLaurin, Capitol Building Commissioners:

GENTLEMEN—Your communication of 1st inst. duly to hand and contents noted. While the drainage of the window areas is not done as per original plans, yet this work has been done as agreed upon at the time the areas were changed. The sewerage of these areas had necessarily been omitted in order to keep sewerage out of the building. As soon as the ground is graded around the building no trouble will be had with these areas. I am willing to do anything in reason to make this part of the work satisfactory, and should like to have some instructions in regard to it from you.

Respectfully,

GUS WILKE.

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, June 8, 1888.

Mr. Gus Wilke, Sub-Contractor New Capitol:

DEAR SIR—Your letter of the fourth instant received. In reference to the change of the drainage of the areas, you refer to as having been agreed upon, we fail to find any record in this office of any such change or agreement; neither have the Commissioners of the building at that time any recollection of any change or agreement being made in regard to this work, which you are well aware of under the terms of the contract to be of force and valid should necessarily have been reduced to writing.

In the absence of a written contract, we can only regard this work as being in an unfinished condition, and not in accordance with the requirements of the contract for constructing the Capitol Building.

We will require the conditions of the contract fully complied with, viz., a thorough system of drainage for the building. This we think can be effected by placing a centre drain through the corridor of the basement, and draining all window areas and air flues into this centre drain, and conducting the same from the building to some point below the level of the basement drainage. The details of this system can be fully shown and agreed upon by a ground plan showing location, size of pipes, connections, etc. We submit this in response to your request for some instructions in regard to this matter.

If it does not meet with your approval, however, we are prepared to consider any suggestions you desire to make looking to the complete and thorough drainage of the building.

We do not concur with you that the grading of the grounds around the building will obviate further trouble.

Respectfully,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

AUSTIN, June 11, 1888.

Messrs. Lee and McLaurin, Capitol Building Commissioners:

GENTLEMEN—Your favor of eighth instant, suggesting a drain in centre of corridor in basement with connection to areas, duly to hand. Owing to the interference with all return pipes of steam heating, man holes, foundations of interior walls, foul air ducts, etc. I consider this plan impracticable, and would prefer to put the drainage of areas on the outside of building, about one foot below the area floor, and thus connecting with the areas. I think this system will give more satisfaction and will not interfere with the work already finished.

Respectfully,

GUS WILKE.

After considering the foregoing correspondence, the Commissioners stated to the Board that a memorandum of agreement in writing between the State and the contractor would be necessary in order to get this drainage done, as

## 10 *Final Report of Capitol Building Commissioners.*

it was not called for in the original contract. The Board decided that a perfect system of drainage must be secured, and the Commissioners were directed to enter into an agreement with the contractor for that purpose, which was accordingly done.

(For a copy of this memorandum of agreement, see Appendix, Exhibit 2.)

The Superintendent of Public Buildings and Grounds addressed the following note to the Capitol Commissioners:

AUSTIN, TEXAS, June 13, 1888.

Messrs. Lee and McLaurin, Capitol Commissioners:

Be pleased to have all the windows in basement fixed so they can be fastened, and oblige,  
Respectfully,

WM. P. HARDEMAN.

Superintendent Public Buildings and Grounds.

To which the Commissioners replied as follows:

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
Austin, June 14, 1888.

Gen. W. P. Hardeman, Superintendent Public Buildings and Grounds:

DEAR SIR—Your favor of 13th inst. received. In regard to your request to have the basement windows fixed so that they can be fastened, we are not aware of what is necessary to be done. The windows are already supplied with all locks, catches, etc., called for by the contract. Owing to the damp weather we have recently had, they may be a little too tight, but it will not do to trim them down at this time, as they would be found too loose when we have our long dry summer. They were fitted correctly when put up, and will be found correct so soon as the building is thoroughly ventilated and dried out. Owing to the urgent request of many of the State officials now occupying the building, we have had all the basement doors trimmed to fit, but they will soon require refitting, when the dry season comes on.

If the State desires this work done, you can have it done; but we dislike, as Commissioners, to order work done which will be a loss and future discomfort to the State.

Respectfully yours,

JOSEPH LEE,

M. H. McLAURIN,

Capitol Building Commissioners.

The Commissioners received the following communication from the Governor's Private Secretary:

EXECUTIVE OFFICE, Austin, July 30, 1888.

Capitol Commissioners, Austin:

GENTLEMEN—I am directed by the Governor to call your attention to Article 10, original contract, in reference to broken stone or faulty material. It appears that there are several stones so broken in the lower story, and in reference to these the Governor desires to be informed what action, if any, was taken with a view to replacing them with perfect material, when that part of the building was being constructed.

I am, respectfully,

H. M. HOLMES.

Private Secretary.

To which the Commissioners replied as follows:

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, TEXAS, July 31, 1888.

To His Excellency L. S. Ross, Governor of Texas:

DEAR SIR—We are in receipt of your favor of the thirtieth instant, calling our attention to Article 10 of the Contract in reference to broken stone or faulty material; also stating that there appears to be several broken stones in the lower part of the building, and asking what steps were taken with a view of replacing them when that part of the building was being constructed.

In reply, we beg to say that we discovered, more than ten months ago, three or four broken stones in the lower part of the building. This was after the exterior walls of the building were completed. All broken and imperfect stones that appeared before the walls

were finished were removed. The stones you now refer to occupy such positions in the building that it would be impossible to have them taken out and replaced satisfactorily, and it would be an injury to the building to attempt it. The Contractor, when his attention was called to these stones, agreed to take them out, but we stopped him from doing so, knowing that they cannot be replaced as well as they are now.

It is no damage to the stability of the building, nor to its appearance, as they cannot be seen without the assistance of a field glass.

These stones span window openings, each end projecting under and assuming the weight of the piers, which extend the entire height of the building; therefore the ends of these stones constitute a part of a pier, and it would not do to attempt to dig into the pier, as they carry great weights. The cracking of these stones is caused by the difference of settlement between a heavy and a light pier.

In many instances these stones are made in more than one piece, thus showing that it is not essential for them to be one solid stone.

Very respectfully,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Commissioners.

The Capitol Commissioners addressed the following communication to the Governor:

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, TEXAS, July 18, 1888.

Governor L. S. Ross:

DEAR SIR—We are informed by the Contractor that his work on the Capitol Building will soon be completed, when he considers that the building will be ready for final acceptance and payment.

He proposes to put mechanics to work at once to finish up all unfinished work, and has requested us to notify him of what has to be done to fully complete his contract.

In addition to what we are aware of, we beg that you will have us furnished with a statement of any omissions or imperfect work under the contract that may have been reported to you.

Respectfully,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

In answer to the foregoing communication, the following report of General W. P. Hardeman, Superintendent of Public Buildings and Grounds, was, on July 27, 1888, referred to the Capitol Commissioners for their consideration and information, by direction of the Governor:

To His Excellency L. S. Ross, Governor of Texas:

DEAR SIR—In the letter written to you by Messrs. Lee and McLaurin, Capitol Commissioners, and which you refer to me to answer, is the following: "We beg that you will have us furnished with a statement of any omissions or imperfect work under the contract that may have been reported to you." Now I beg leave to courteously remark that these gentlemen, with the Superintendent of Construction, are paid by the state to give you, as Chairman of the Capitol Board, the information they ask of the Governor; and further, that I am not aware that it pertains to my official duties to procure such information for them; but in the interest of the state and out of consideration and regard for your Excellency, and as they profess not to know the condition of the building, I will comply with your request.

On the 15th of April, 1888, the Superintendent of Construction, in his report to the Governor for the information of the Legislature, says: "An inspection of the building, together with an examination of the plans and specifications, will clearly indicate that the work has been done in accordance with said plans and specifications, and in the best and most thorough workmanlike manner."

Early in May, believing the building would soon be turned over to me, and in order to familiarize myself with it, I asked permission of one of the Commissioners to go through the boiler house and basement of the building, when I discovered that there were 162 openings through the concrete floor of the windows on the outside of the building. The openings were intended to convey the water into the drain pipe, to be carried away from the foundation of the building; but the drain pipe was missing, and the water had to either overflow the window sills and run into the basement or soak under the foundation. These

facts were reported by me to you at the time, and the Board required the Contractors to put in the drainage, and it has been put in; but the piping used was not vitrified. The reason given by the Superintendent of Construction for not putting in the drainage was that the plans required it to be emptied into the sewer pipes, and that offensive gasses would rise in the building. Does not the water drained from the east and west ends of the building and the north side, empty into the sewer now?

As soon as I discovered the wainscoting of the building was veneered, I went immediately to Gen. Walker, Superintendent, and asked him if the building was veneered. He said it was not, and refused to look at it. I then asked Commissioner Lee; he also said it was not, and I reported the fact to you. I do not pretend to know what the contract is, but I have not been able to find any specification which would justify the Superintendent to allow bass-wood veneered to be used in any part of the building, and at least one hundred panels have been taken out, although we have been in the building only about two months. I do not pretend to be an architect, but the panels should have been solid, and painted on the side next the stone wall.

There is no engineer's room at the boiler house, as called for; the approaches to the coal room are not graded as required.

In basement, north of dome, near elevator shaft, is a broken clay pipe; I suppose connects with the sewer.

No arrangements for Fresno lights in lantern.

No provision for shutting the water from the cisterns.

The contract called for four brass expansion joints, heavily flanged, in the basement. They were never put in. There should also be four in the tunnel leading from the boiler house to the capitol. I don't know whether they are in place or not.

Page 92, March 21, 1888, Gen. Walker says: "All wash-bowls, urinals, and closets have been made in accordance with plans and specifications." On page 114, find that 20 closets, 11 urinals, 8 wash-bowls (memorandum of agreement U.), are omitted.

Specification 98, page 147, report 1886: Fly Doors must be furnished all openings to Senate Chamber, Representative Hall, Supreme and Appellate Court rooms and Library. Omitted.

Specification 97. Doors to be made in two thicknesses, glued and screwed together, etc., etc. On page 13, Report 1888, General Walker says, I recommend that the doors be made of solid white pine and veneered.

Page 17, Report 1888: As we had discussed these matters with you, we deem it proper to inform you that the Board disapproved of the following proposed changes:

4. That the sash for the building be made of white pine instead of long-leaf pine.

They are white pine—white pine is not strong enough for such heavy glass.

5. The substitution of oak in place of long-leaf pine for interior finish.

Finished with oak.

6. A change in the construction of doors from being required to be in halves and screwed together, to be made of solid white pine and veneered on both sides with the kind of wood the rooms are finished with, etc. Refused the change.

Page 116, Memoranda of Agreement V. That the doors specified to be made in two thicknesses and screwed and plugged shall be made as per sample Marked X and deposited in the office of the Commissioners.

Sample X may be white pine veneered; I never saw it. The doors are white pine veneered—they are neither screwed nor nailed, and some not glued. One in the office of the Commissioner of Insurance blew to a few days since, and the moulding fell out. The one to my office is coming to pieces.

Panels in elevator car broken.

The floor in lantern is sprung; it was so the first time I was in the lantern, which was after the Dedication. The tile floors at the head of the second steps are opening. Mr. Wilke says the arch has settled. The main stairs are defective; the joints between the treads and risers do not fit closely. The wooden floor, fourth story, head of stairs, loose, springs. Transoms, fourth story, painted. See specification 99, which requires them to be embossed.

Some of the wrappers on steam pipe in basement are mildewed and rusted; they may leak. Ask Superintendent Walker how many pipes that carry off the water from the roof were broken in putting in the drainage, and how repaired. The walls around the cistern for elevator are mildewed; I think the water soaks through the walls. Six of the ventilating shafts in the basement are closed with brick.

The longitudinal girders over the Senate and Representative Hall have broken the walls on which they rest, no compensation for expansion being made. Some of the braces have been left out under the roof. The grate bars over the windows are of no service; they will not keep out persons, and the papers blow into the windows. A large tap on second truss over Hall broken. A large number of bolts in the frames that hold the glass ceiling



over Senate, several hundred, missing. Plastering at west end of building, third story, colored; shows leakage. The last time I had the roof examined leaks were reported; don't know whether they were repaired.

Page 40, report 1888. General Walker recommends the elimination of stone columns, steps, etc., about the rostra of the Representative Hall and Senate, and the substitution of wood, for the reason that there was undue load imposed on the girders. The specifications do not contain sufficient data for an estimate of the load that they will bear or the weight of the marble to be made. I applied to Commissioner McLaurin for the plans to get the data; he refused to let me have them. They were omitted. See memorandum of Agreement Y, page 117.

All sash in the building are white pine; the contract calls for long-leaf pine; and required the sash to be rebated back; only those in first story are rebated; second, third, and fourth floors and basement are not rebated.

The glass in the doors are required to be three-eighths of an inch thick; they are one-fourth inch. The glass in sash weighs four pounds to the foot, as called for. The ceiling glass I have not weighed, but think from the thickness it will come up to six pounds, the required weight.

The corrugated iron ceiling under the stairways, and in the dome, is turning yellow, rust showing through the paint. The steps at both ends of the building are settling. Since the granite has faded, the cement used to fill the holes and defects in the granite show too plainly. To correct the defects effectually the cement used should have been warranted to follow the regular shades of the stone as it changed by exposure to the atmosphere.

Exhibit Z 3, Section 10. That whereas the original plans and specifications did not provide for an efficient system of ventilation, it is agreed by and between the parties hereto that the means of ventilation provided in the construction of the building is hereby adopted, and it is understood that no charge by the Contractor is to be made for the same.

This appears to mean, that on February 3, 1888, the system of ventilation was adopted after the house was built.

I am not an architect, and the omissions and defects in construction which I have reported are only such as would present themselves to anyone passing through the building. I have not the plans, and an inspection could not be made without them.

I desire to call your attention to the fact that the Commissioners say they have no plans of the water and gas pipes in the building, and request that I be furnished with plans of all sewer pipes, steam pipes, ventilation, and water and gas pipes, as they are now, not as called for in the original contract.

Respectfully,

WM. P. HARDEMAN,  
Supt. Public Buildings and Grounds.

The Commissioners replied to the foregoing communication as follows:

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, TEXAS, July 31, 1888.

To His Excellency L. S. ROSS, Governor of the State of Texas:

DEAR SIR—The communication of the Superintendent of Public Buildings and Grounds, Mr. W. P. Hardeman, addressed to you, and by you referred to us for consideration and information, has been received.

In reply, we beg to correct the assertion made that we "profess not to know the condition of the building." Our letter to your Excellency, which was referred by you to the Superintendent of Public Buildings and Grounds, plainly states that we only want any information that may have been reported to you "in addition to what we are aware of." We think our knowledge of the building is far in excess of Mr. Hardeman's, judging from his communication now before us. Mr. Hardeman, we think, is again in error when he says we are the parties to report to you any omissions and imperfect work done on the building. We have always considered it our duty to have any and all omissions under the contract corrected; but, as Mr. Hardeman has considered it a part of his official duties to report what he pleases to term imperfect work under the contract, both to the public and yourself, we fail to see his objections in furnishing the same in writing to your Excellency.

We hope your Excellency will excuse this necessary prelude, but we are prompted to make it, as we desire to discuss fairly and impartially every insinuation and other matters called to your attention in this communication, and for this purpose we will take them up seriatim, as they appear in Mr. Hardeman's communication.

We think every member of the Capitol Board is aware of the discussion had in reference to the 162 window areas. It was a matter often referred to during the construction of the building, as the records of this office will show, and made an exception as unfinished work when the Board were considering the acceptance of the building.

The plans and specifications call for drain tile for this work, and not pipe. We have never seen any vitrified tile drain, as the vitrification of drain tile would seriously impair the purposes for which they are used. Tile is very different material from pipe, and never made with socket joints. The drainage from the areas of the east, west, and north ends of the building are conveyed into the sewer; this is called for by the plan adopted, and not considered objectionable, as the openings into these drains are outside of the building, and have no immediate or remote connection with the air flues entering the building, as is the case with the drains for the window areas.

In laying this drain tile some of the down spout drains were broken. We have asked Superintendent Walker how these were repaired, and he states that in several of these pipes small holes were punctured with picks in preparing the ditches for the area drains, and these holes in the pipes were repaired with brick and cement, making a sound and secure piece of work.

In regard to the veneered panels in wainscoting, we would beg to state that we consider them better in every respect than the solid boards. It would be impossible to have solid boards in the position without their warping and splitting, and the veneered panels were put in to prevent this.

Mr. Hardeman states that "at least one hundred panels have been taken out, although we have been in the building only about two months." This is a fact; but we beg to state that this statement may lead to a wrong opinion. The damage to the panels was done before the building was occupied at all, and was caused by the dampness which occurred during the construction and drying of same previous to occupation, and has mainly worked its way through after possession was taken.

We would further state, that not over two or three of these panels were found warped or split, but they were taken out on account of discoloration caused by dampness referred to. This will not occur again, as the building is now drying out.

We also wish to say, that, had they been solid panels, they would have cost less and would have been as equally discolored and far worse warped and split.

In corroboration of our views in this matter, we herewith submit copies of opinions of two of the leading and most reliable manufacturers directly in that line of business. The accompanying diagram and questions were submitted to them.

[Copy.]

GENTLEMEN—We beg to submit the enclosed drawings, which represent some wainscoting and doors used in our Capitol Building, and we will be under many obligations to your firm if you will give us the benefit of your experience on the following points:

*Submitted.* Detail section of panel wainscoting.

*Question.* Original plans show solid boards for panels. The panels were made of soft wood and veneered on both sides, in order to prevent warping and splitting. Is this an advantage, and would they (the panels) cost less than the solid boards, and could they be polished as perfectly as said panels?

Above wainscoting is oak. Original plans and specifications show doors made in two thicknesses, screwed and glued together and plugged. The doors were made with white pine core and 5-16 inch thickness of such wood as the different finishes required, glued on each side, as per section submitted with the original one. Are these doors better than those made in two thicknesses as per above, and are they less likely to warp and spring?

An early reply will be appreciated. Please return the enclosed drawing with your answer, and oblige,

Very truly yours,

[Signed]

JNO. T. DICKINSON,  
Secretary Capitol Building Commission.

The following is the reply to above, this day received from Messrs. Sanger, Rockwell & Co., dealers in doors, sash, blinds, and lumber, Milwaukee, Wisconsin:

MILWAUKEE, July 27, 1888.

Jno. T. Dickinson, Esq., Secretary Capitol Building Commission, Austin, Texas:

DEAR SIR—Replying to your favor of the 24th, in answer to the first question, regarding the veneered wainscoting, we would say that a panel made of soft wood and veneered on both sides would cost more to make than to use a solid board; also, that it would be less liable to warp or split, and consequently would be better in every way than if a solid board were used. Our experience also is, that doors made with a soft wood centre and hard wood veneers on both sides, are much better in every way than to make a door in two thicknesses of hardwood and screwed together with plugs over the screws. So far as we know, the veneered door is less liable to warp and twist. Enclosed find drawings as requested.

Yours truly,

[Signed]

SANGER, ROCKWELL, & CO.

[NOTE.—The same interrogatories replied to by Messrs. Sanger, Rockwell & Co. were submitted to Messrs. Palmer, Fuller & Co., sash and door manufacturers, Chicago, Illinois. Our communication, a copy of which is herein made, was written on the 24th July. We have not as yet received any reply from this firm. We have this day telegraphed them, drawing their attention to our letter of the 24th. Should we be favored with a reply from this firm, it will be submitted to your Excellency, as an addenda to this communication. The non-reception of this letter from the above named firm has caused a delay in replying to Mr. Hardeman's report, as we desired their opinion to accompany this communication.]

We think the objections made to the doors are also fully answered by these parties.

In regard to the objections to the white pine sash, it is scarcely worth noticing, as every person who is acquainted with building operations knows that white pine is far superior to yellow pine in outside sash, and it is a positive fact that the former costs the most, and is sufficiently strong for the purpose, and will not rot so quick. In regard to the relative strength of the two timbers, we would refer you to Haswell, page 454, 21st edition, where you will find the report in favor of white pine. The sash are all rebated; the specifications call for them to be rebated to receive the glass—not rebated at the bottom. We directed them not to be rebated at the bottom, as we thought it would be less liable for water to drive under them, as it will always follow thin wood, when a square shoulder on sill will stop it, and also because the bottom of sash would not rot so quickly.

In the report we find fault found with only two of these doors, and it appears that everything else has had a very careful examination. Does it not speak more favorably than anything we can say in regard to them, that in a building with so many doors as this one has, there are only two that have appeared faulty, whilst in small buildings, with from twenty to thirty doors, there is always more or less trouble with them? In this building there are several hundred.

By reference to the original plans, it will be seen that no engine room was ever intended; but as the plans for boiler house were drawn without a knowledge of where it would be located, we found it necessary, after selecting the site of the building, to change the design of the building to fit the ground. We at that time made provision for a small room within the building, to be used as an engine room; but in putting up the building we concluded it was too small to be of any use, and seriously interfered with the finish and convenience of the building; it was therefore dispensed with. The approaches to coal room are fully up to the requirements of the contract. We are not aware of any plans, or any clause in the contract or specifications, where we can force the contractor to do more than he has done already.

The broken clay pipe referred to, north of the dome, will be repaired; cost of same will not exceed twenty-five cents. It was put in contemplating the placing of an elevator in that end of the building, but the elevator was omitted by action of the Capitol Board, when granite was adopted, therefore the connections were of no use, and are only placed there in case of future needs.

All provision called for by the contract for Fresno light in the dome has been made, and the light and connections to the piping and wires have only to be made, which come under the furnishing of the building, and are not included in the contract.

There is no provision for shutting off the water from the roof into cisterns. It is not called for in the contract, and, if desired, we see no way of having it done except by the State. (See Specifications, section 274.)

In reference to the expansion joints, claimed to be omitted in the piping in the basement, we beg to refer to the Granite Contract of July 25, 1885, where it is expressly agreed, in section 20, that new plans and specifications shall be made for the steam heating of the building. This change was made necessary on the part of the State, as Col. E. E. Myers, the Architect of the building, in his letter to this office, date of January 22, 1884, stated "that the system of steam heating and ventilation of the building as provided for by the original plans should be changed and revised." This was done, and the plans and specifications adopted for this work have been carried out, avoiding as much as possible any complicated expansion joints, which are liable to cause a constant care and attention, such as are called for by the original specifications, and would be a constant source of expense to the State if they were placed in the building, as Mr. Hardeman seems most earnestly to desire. The system adopted and placed in the building has been thoroughly tested by this Commission under the most disadvantageous circumstances, and found to be all, and even more, than is claimed for it. We found that the expansion and contraction of the pipes was amply provided for, and the apparatus worked smooth; and even during the coldest weather, for the period of two weeks during last winter, in January, the tests were made at a time when the windows were protected by canvas, and the doors were not placed in the building, yet the required temperature was obtained.

In this connection, we note the complaint that some of the wrappers to the steam pipes are mildewed and rusted. These pipes are located in the basement of the building, and

being of iron, they naturally condense the moisture from the atmosphere. We have frequently urged upon Mr. Hardeman the importance, in damp and wet weather, to have sufficient heat generated in the boilers to keep these pipes dry, and, in clear weather, to have the basement ventilated. We can only regard this as a neglect on the part of Mr. Hardeman. He says, "and they may leak." They certainly will do so if better care is not taken of them.

The same is the case in regard to the elevator; it is made of hard, seasoned wood; consequently, if exposed to moisture, it will warp and expand out of shape; it was allowed to remain closed up in the elevator shaft for months, immediately in contact with a cistern and tank of water, though we frequently called the attention of Mr. Hardeman to the fact that this machinery should be used in order to keep it from rusting and corroding.

In reference to the omissions of twenty water closets, eleven urinals, and eight wash-bowls, justice is not done to the Commission. The inference is that these were omitted without compensation on the part of the Contractor, while the very memorandum of agreement he quoted from states what was substituted in their place, viz., eight slop sinks and two fire hydrants in basement, and two in each the first, second, third and fourth floors. The omissions of urinals, water closets, and wash-bowls were made, in every instance, when two or more of these fixtures were grouped together, as reference to the plans will show, having in every instance ample accommodations, and inserting what we deemed of far more importance to the building, viz., slop sinks to wash spittoons and draw water, and fire plugs to protect the building in case of fire.

In reference to the fly doors, claimed to be omitted, we beg to refer you to the meeting of the Capitol Board on ———, and the explanation given to the Board at that time. It is not an omission, but the specifications call for fly doors, while the plans call for a more expensive door. We had the more expensive door called for by the plans, but at the same time required the Contractor to do more than the cost of the fly doors in wiring and making bat proof all openings on the roof of the building. In regard to this matter, and the rostrums, referred to, we respectfully refer your Excellency to our letter, printed on page 94 in our recent report to the called session of Twentieth Legislature, which fully explains our action in regard to both of these subjects. We feel called upon, however, to make this statement in regard to Commissioner McLaurin's refusal to furnish Mr. Hardeman with the plans now on file in this office. This request was made a few days since, and we were informed that he wanted the "*maps*" of the building to examine the iron beams in the basement." He was informed by Commissioner McLaurin that he could not get them, that they were records of this office and could not leave the office; but if he or the draftsman he had employed desired to see them they could do so in our office, which is a positive rule of the office. We wish to state in this connection that we do not regard Mr. Hardeman as being capable of understanding the maps, as he calls them, of this building. We are sustained in this opinion by Mr. Hardeman's own confession, and we are informed that he has employed a draftsman to search for imperfections and omissions on the part of this Commission, who neither professes, but confesses that he is not an expert in house building construction. We have always urged and still insist that if our work is to be criticised it shall be done by those capable of so doing, as we have been informed that Mr. Hardeman has repeatedly declared that he had no fight to make against the Contractors, but was after the Commissioners and Superintendent, on account of some imaginary affront or supposed discourtesy they had done him when he first came into the building.

The main stairs we regard as a most excellent job of iron work, and our opinion has been concurred in by many experts who are capable of judging from practical experience in this class of work. The floor referred to, the head of the stairs on fourth floor, was laid before the heavy iron stairs were placed in position, and became displaced in doing the stair work. It was remedied before this report was made. The transoms in the fourth floor are not required to be embossed, but plain crystal glass. Plan No. 27 shows these transoms. Sec. No. 268, of the specifications, makes the plans and drawings a part of the specifications as fully as the written specifications, therefore in the construction of the Building we have been governed by both in *Pari Materia*.

In regard to the glass doors, windows, and transoms, we are prepared to show that it is in excess of the requirements called for by the plans and specifications.

The plans show the walls of the cistern for the elevator in the basement of the building to be simply plastered with cement. In doing this work there was first one inch of cement, then 2½ inches of brick, then one inch of cement, then 2½ inches of brick, then one inch more of cement used, which would make a water-tight job, and we believe it to be so now, but the moisture referred to, we think, is caused by capillary attraction upon the sides of the walls. We know of no means to prevent this.

The longitudinal girders over House of Representatives do expand and contract, but this expansion and contraction is so little that no injury will ever result from this source, as they are not built in the walls. In the entire roof construction, expansion rollers have been placed wherever there was a necessity for them.

The tap referred to, on the truss, will be replaced. The bolts in glass ceiling panels were omitted, because they were not necessary; they added no strength whatever to the construction of the ceiling. An inspection of this work will clearly show this; but, on the contrary, should they be put in, the frame holding the glass ceiling would be held in a rigid position, leaving no room for the expansion of the glass, which would inevitably cause the ceiling glass to crack.

The roof braces, referred to as being omitted in some parts of the roof, are not called for by the contract for any portion of the roof construction, but wherever there was any thrust of the roof on the walls these braces were put in by the contractor at no cost to the state, and all that has been done in this respect is amply sufficient and clearly beyond the requirements of the contract.

The grate bars to basement windows are constructed strictly in accordance with the requirements. See *plan No. 1*. We have never seen any that would keep the dust and old papers from blowing against the windows. The plastering at the west end of the building above the stairway on the ceiling of third floor has been recoated over the stain. The discoloration of the plaster at this point was caused by a leak in the roof, and to prevent the ceiling plastering on this floor from further stains, the roof should frequently be inspected and kept in thorough order.

When the building was turned over to the State the roof was water-tight. We do not know if the Superintendent of Public Buildings and Grounds has kept it in the same condition since the occupation of the building by the State authorities. The iron painted ceiling, and other white painted iron work in the building, we believe shows a yellow tinge,—not from the rust coming through, but the iron being a non-absorbant the oil used in the paint remains on the surface and discolors the white color. We have noticed the same effect on white paint in many instances. If our opinion is not deemed correct, we beg that your Excellency will refer the matter to any reliable painter.

The steps at the east and west ends of the building were taken down several months ago and rebuilt, and we think are now a very satisfactory job, with the exception of a small portion of the tile floor, which requires relaying, and will be attended to. Owing to the omission of the porticos, and a change of plan for these entrances, the steps were necessarily placed on a green and new wall, before this wall had properly settled; hence the cause of now having them taken down and reset.

We have not observed any fading of the granite, referred to by Mr. Hardeman, and we are surprised that the artificial granite cement he refers to should be more enduring in color than granite. We do not fear contradiction from any reliable source when we make the assertion that the granite work of the Texas capitol building is as good and shows as few imperfections as any building of similar size on the American continent.

Reference is made to Exhibit Z. 3, with the comment that this agreement appears to have been made after the house was built. It was made after much of the ventilation had been carried out under an agreed plan for this work. The original plans will show that no ventilators were provided for the apartments on the second, third, and fourth floors. We had to provide this as the building was built, as an examination of the plans and building will show. See reference to the necessity of this in Architect Myers' letter, January 20, 1884.

By reference to our last report, page 93, our letter of March 28th, 1888, requires on the part of the contractor just what is suggested by Mr. Hardeman in reference to the plans for water and gas pipes. When we are finally through with the building, we will deliver to the proper parties all plans in connection with the building.

We have endeavored to answer in this communication every matter of apparent defect mentioned in Mr. Hardeman's report. Imperfections not referred to by Mr. Hardeman we propose, as public officers, to see remedied to the best interest of the building and State of Texas. We do not think we have exceeded our authority in the construction of this building, in a single instance. By reference to the contract, section 20, you will observe all changes are to be made in the same manner the original contract was entered into. The Commissioners and the Governor of the State are the signing parties to this contract. The Capitol Board only approve of the time in which this work is to be completed, the only duty required of them under the law. We are not aware of a single instance where the law requires of them a technical knowledge of architecture, or calls upon them to judge and decide upon matters of construction. In every instance where this authority has been exercised by the Board we feel relieved of all responsibility. By reference to section 112, of the specifications, the Commissioners are required to apportion the woods of the building. We have simply discharged our duty in placing oak where Mr. Hardeman states pine is called for, and we consider that this was not a question for the Capitol Board to determine. We have acted as we thought, and as we still think, in selecting the oak finish, to the best interest of the building and the State.

We have devoted several years of our existence in the construction of this building, and we are perfectly willing to submit the result of our labors to the people of Texas, feeling

confident the more critical the examination that is made by competent persons of the manner our duties have been performed the greater the commendation the building will receive.

All of which is respectfully submitted.

Very respectfully,

(Signed)

JOSEPH LEE,  
M. H. McLaurin,  
Capitol Commissioners.

As Superintendent of Construction of the new Capitol Building for the past several years, I fully endorse the foregoing communication of Messrs. Lee and McLaurin, Capitol Building Commissioners.

As reference is made in special instances in the statement of Mr. Hardeman to various official reports of mine, intimating that I have reported work done on the Capitol Building to be in accordance with the plans and specifications when it was not the case, in reply to these insinuations, I would refer to the foregoing communication, and to the contracts, plans, and specifications, and records on file in the office of the Capitol Commission. Many of these plans and specifications, all of which have been approved by the Capitol Board, which Mr. Hardeman himself acknowledges he has never seen and knows nothing about, and which, if he saw, he could not understand, I desire to repeat, as I have stated before, that in no single instance in the entire construction of this building have I ever reported work done in accordance with the plans and specifications that the records and the work itself will not fully sustain my reports. Most of the changes made in the original plans and specifications have been recommended by me, and agreements made in accordance therewith between the Contractor and the Commissioners. My duty has been to see that these contracts, memoranda of agreements, and accompanying plans and specifications, were faithfully executed, and I believe that any competent architect will say that this has been done.

I have always been ready, willing, and anxious to have a full investigation of this entire work by honest and competent architects and engineers, believing that the greater and more experienced the architect the more unqualified would be his endorsement of the construction of this building and the manner in which I have discharged my duties.

Very respectfully,

R. L. WALKER,  
Supt. of Construction.

In addition to the foregoing communication, the following was also submitted:

August 4, 1888.

Gov. L. S. Ross:

DEAR SIR—We beg to hand you letter received this morning from Messrs. Palmer, Fuller & Co., promised in our communication to your Excellency of the thirty-first ultimo.

We learn that the United States government has also adopted the same manner of constructing the interior wood finish to all government buildings. In corroboration of this, we submit the accompanying specifications for the erection of the postoffice Building at San Antonio.

Very respectfully yours,

JOSEPH LEE,  
M. H. McLaurin,  
Capitol Building Commissioners.

CHICAGO, ILL., July 31, 1888.

Jno. T. Dickinson, Esq., Secretary Capitol Building Commission, Austin, Texas:

DEAR SIR—We have yours of twenty-fourth instant, and have carefully looked over the plans, and the questions you ask in regard to the panels, wainscoting, and the doors.

You say the original plans called for solid boards for panels, and the panels were made of soft wood and veneered on both sides, in order to prevent warping and splitting. We consider the panels a much better job, and less liable to split and warp, and susceptible of just as fine a polish by being veneered as they would if they were solid: and, in fact, where the panels are large, we do not pretend to put in one on a good job of work without veneering it; but they would cost from twenty-five to fifty per cent more than the solid panel.

In regard to doors, we will say that we do not make doors in two thicknesses, and screw them together, now, nearly as much as we used to, as the veneered door we consider to be very much the better job of the two. All of our first class work is made with soft wood core, and veneered on both sides and edges to represent any kinds of wood that the contract calls for. We know it makes a much better job of work, and is less liable to warp

and spring by the action of heat or cold. But veneered doors made in the way you speak of can be finished up with just as good a polish as the solid wood, and will cost from fifteen to thirty per cent more than two doors made glued and screwed together of the same thickness.

Enclosed we return you the sketches, as per your request.

Yours very truly,

PALMER, FULLER & CO.

[For sketches referred to, see original letters on file in this office.]

AUSTIN, TEXAS, August 13, 1888.

To His Excellency L. S. Ross, Governor of the State of Texas:

DEAR SIR—We beg to submit as an addenda to our recent report the accompanying communications from Colonel E. E. Myers, designing architect of the Texas State Capitol, and the writer of the original plans and specifications for said building; also letter from Mr. R. W. Merrill, manager of the Phoenix Furniture Company, of Grand Rapids, Michigan, which has this day been handed us.

Very respectfully,

JOSEHH LEE,

M. H. McLaurin,

Capitol Building Commissioners.

AUSTIN, TEXAS, August 13, 1888.

Messrs. Lee and McLaurin, Capitol Commissioners:

GENTLEMEN—I herewith submit to you a copy of a communication received by my firm from E. E. Myers, designing architect of Capitol Building, written in answer to some questions we propounded to him in regard to the quality, etc., of our wood-work in same.

Yours very respectfully,

C. M. PRICE,

Per Phoenix Furniture Company, Sub-contractors Wood-work.

GRAND RAPIDS, MICH., August 10, 1888.

C. M. Price, Esq., Austin, Texas:

DEAR SIR—I enclose herewith the written opinion of Mr. E. E. Myers on the three questions pending the acceptance of our work, which Attorney-General Hogg has objected to. You will present this to the Board of Commissioners at the proper moment, when Mr. Wilke is present. This testimony ought to silence all opposition from any source, as it is the best authority that we can command.

Yours respectfully,

R. W. MERRILL,

Treasurer.

### Letter from Designing Architect Myers:

DETROIT, MICHIGAN, August 10, 1888.

Phoenix Furniture Company, Grand Rapids, Michigan:

GENTLEMEN—Your favor of 9th inst. received, submitting questions to me in relation to work on the Texas Capitol Building and requesting my answer to same. I herewith submit copy of each of the questions and append my reply.

1. What is the difference in cost between a yellow pine and a white pine pair of sash; sash to be 2½ inches thick, average size of glass, two lights, 44 by 70; yellow pine costing \$20 per M; white pine at Chicago prices, plus 55 cents per 100 pounds freight. What is the comparative quality for lasting and strength? Is yellow pine sash used much in first-class buildings?

*Answer.* I would respectfully state, that for sash placed on the outside of a building, it is decidedly preferable to use white pine instead of yellow; for two reasons: 1. The white pine will not warp. 2. It will take the paint better and retain it. On yellow pine the pitch in the wood would tend to throw off the paint. Sash of white pine is also better. In regard to the difference in cost of wood, yellow or white pine, white pine costs about double that of yellow pine. White pine for the sash is decidedly best.

2. Is it a good construction to make the panels in wainscoting, when they are large, out of solid five-eighths wood, or it is better to construct with soft wood core to be laid with veneers on each face; wood to be oak. Which is the most expensive and most lasting?

*Answer.* Panels made in the form above described are much more preferable than if they were made out of solid wood; for two reasons: 1. They would not warp or be liable to split.

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2. They would present a much better finish and surface. The panels made of veneers will cost three or four times more than if made out of solid wood, and is a much better job.

3. Are oak doors made in halves, screwed together, the holes to be plugged, as good as doors made of white pine core with five-sixteenths oak lining on each face of core. What is the comparative cost and quality for lasting and warping?

*Answer.* Doors made of three thicknesses of lumber, as stated in the above question, are better than if they are made out of two thicknesses and screwed together. Doors made of veneered surface, and pine on the inside, makes a door that will not warp. 2. You get rid of the plugs at the screw holes. Veneered doors, as stated in question three, are considered the most expensive way that a door can be made, and are only used on very expensive work. The work in this style is always done to make it of a superior character. I cannot see how any question can be raised on work done as stated in the three questions, as it is of very superior style, and makes a more durable character of work than is required by the plans and specifications.

The climate of Texas is very trying and severe on all kinds of wood work.

The execution of the work, as stated in the questions submitted to me, is a character of construction that is of the most expensive style that work can be done. If all the work on the Capitol Building is done equally as good as your questions indicate, the Capitol of Texas will be erected in a manner that is seldom equalled in this or any other country.

Very truly yours,

E. E. MYERS.

Respectfully submitted,

JOSEPH LEE,  
M. H. McLAURIN.  
Capitol commissioners.

On August 31, 1888, the Capitol Reception Board met, with all the members present, to consider the following papers, submitted by Commissioners Lee and McLaurin to the Governor:

### OFFICE OF CAPITOL BUILDING COMMISSIONERS, AUSTIN, TEXAS, August 30, 1888.

To His Excellency Gov. L. S. Ross, Chairman Capitol Reception Board:

DEAR SIR—We respectfully submit to you the accompanying communication from our Secretary, together with all the letters, papers, etc., therein referred to. You will note the communication from the Contractor, notifying us of the completion of his contract, and requesting the conveyance to him of the balance of the Capitol lands. You will see by the report of the Superintendent of Construction, herewith submitted, that the material, workmanship, and construction of the Capitol Building is reported to us as being completed in strict accordance with the contract, and from our personal observation we concur in this statement. We take pleasure in stating to your Excellency that the entire completion of the building is to our satisfaction, except the roof. In this connection, we beg to call your attention to the special report of the Superintendent of Construction, hereto attached. This is a matter that we have given much thought and attention, and we believe it is impossible to secure a good roof with the present material. In this connection, we refer your Excellency to our former reports on this subject.

Respectfully,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

We have received the attached communication from Mr. Gus Wilke, in reference to the roof matter. We advise the acceptance of the proposition he makes as the best and most satisfactory solution of this question.

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

AUSTIN, TEXAS, August 17, 1888.

Messrs. Lee and McLaurin, Capitol Building Commissioners:

GENTLEMEN—Having finished the balance of the work upon the Capitol Building, and now entirely completed the building and all its appurtenances in every particular, according to the contracts, plans, and specifications between myself and the State of Texas, I hereby apply to you for the balance of the three million acres of Capitol lands due me under said contract.

ABNER TAYLOR,  
Per GUS WILKE, Agent Capitol Contractor.



AUSTIN, TEXAS, August 17, 1888.

Gen. R. L. Walker, Superintendent of Construction New State Capitol:

DEAR SIR—I am directed by Commissioners Lee and McLaurin to refer for your consideration and report thereon the accompanying communication of this date from Mr. Gus Wilke, Sub-Contractor, acting for Col. A. Taylor, Chief Contractor New Capitol Building, in which he states that the building has now been entirely completed and finished, according to contract.

Respectfully,

JNO. T. DICKINSON,  
Secretary Capitol Building Commissioners.

OFFICE OF SUPERINTENDENT OF CONSTRUCTION NEW STATE CAPITOL BUILDING,  
AUSTIN, TEXAS, August 18, 1888.

Messrs. Lee and McLaurin, Capitol Building Commissioners:

GENTLEMEN—In response to your favor of 17th inst., enclosing communication of same date from Mr. Gus Wilke, Sub-Contractor, acting for Col. A. Taylor, Chief Contractor New Capitol Building, in which he states that the building has now been entirely completed, according to contract, and asking that the work be passed upon with a view to its final acceptance by the State, I have the honor to report that the building, and all its appurtenances, have been entirely finished and completed for some time. I have repeatedly made a thorough examination of the entire structure, and all work connected therewith, and I hereby certify that the building has been constructed and completed in a first-class manner, in every particular, and in accordance with the contracts, plans, and specifications, and is now ready for final acceptance.

Very respectfully,

R. L. WALKER,  
Superintendent of Construction New State Capitol.

AUSTIN, TEXAS, August 28, 1888.

Messrs. Lee and McLaurin, Capitol Building Commissioners:

GENTLEMEN—In reply to your verbal request of this date, asking me to make a special report as to how the roof of the Capitol Building was constructed, I desire to state, as I have frequently done before, that the material, workmanship, and finish of the roof of the Capitol Building are strictly in accordance with the requirements of the supplemental contract of date January 13, 1887, made by order of the Capitol Board existing at that time, and contrary to my written recommendations, as will be seen by reference to pages 20 to 35 of the last report of the Capitol Building Commission to the Governor at the special session of the Twentieth Legislature, and as also appears from the records of this office.

Respectfully,

R. L. WALKER,  
Superintendent of Construction.

AUSTIN, TEXAS, August 28, 1888.

Messrs. Joseph Lee and M. H. McLaurin, Capitol Building Commissioners:

GENTLEMEN—As the copper roof of the Capitol Building is causing the trouble that was predicted by the Contractor for the Capitol Building on February 15, 1887, when the State forced him to put on this roof, and as I am desirous of getting a final settlement with the Contractor for the erection of the Capitol, I make the following proposition: As soon as the Contractor has received titles to the remaining installments of Capitol lands due him under contract, I will, if you desire it, take off the copper roof of the Capitol and replace it with an IX tin roof, "old style brand," flat seam, ten pounds of solder per square. This roof to be strictly first class, laid on felt paper; and I will give a bond with acceptable sureties for double the cost of roof, conditioned that it shall be water-tight.

Very respectfully,

GUS WILKE.

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, TEXAS, August 18, 1888.

Col. A. Taylor, Capitol Contractor:

DEAR SIR—Replying to your communication of the 17th inst., stating that the capitol building is entirely finished, and applying for the balance of the lands due you under your contract, we have to say that we referred your communication to Gen. R. L. Walker, Superintendent of Construction, for report thereon, and he has reported that the building is entirely finished, according to contract, and ready for acceptance. Having made a personal examination of the building, we are satisfied that said report is correct, and we are prepared to accept the building as entirely completed as soon as you file in this office your affidavit

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that all claims against the building have been paid, as required by the terms of Articles 15, 16, 17, and 18 of your contract with the State.

Very respectfully,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Commissioners.

AUSTIN, August 18, 1888.

Messrs. Joseph Lee and M. H. McLaurin, Capitol Building Commissioners :

GENTLEMEN—In order to have a settlement with Col. Abner Taylor, the chief contractor of the capitol building, it is necessary for me to produce a written acceptance of the new capitol building and its appurtenances. As this work is now entirely completed, I should be pleased to receive from you a statement to the effect that the workmanship, material, and construction of this building is in strict accordance with the contracts, plans, and specifications, and that you accept the same.

Very respectfully,

GUS WILKE,  
Sub-Contractor.

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, TEXAS, August 20, 1888.

Mr. Gus Wilke:

DEAR SIR—Your favor of the eighteenth instant received. We believe the workmanship and construction of the Texas State Capitol Building to be entirely completed in strict accordance with the plans, specifications, and contracts, and we have accepted the same.

Respectfully yours,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

AUSTIN, TEXAS, August 25, 1888.

Messrs. Lee and McLaurin, Capitol Building Commissioners:

I have the honor to report that Mr. Gus Wilke, Sub-contractor Capitol Building, has filed in this office the following papers:

Power of attorney to Mr. Wilke from Abner Taylor to act for him as Contractor Texas Capitol Building.

Two bonds of the Contractor, with security in double the amount, due Sam'l I. Pope & Co., of Chicago, and the U. S. Encaustic Tile Co., of Indianapolis, filed in compliance with Article No. 17 of the Capitol Building Contract.

Written waiver of Sub-Contractor Wilke of any and all claims that he may have against the Capitol Building.

Affidavit of Sub-Contractor Wilke, both for himself as Sub-Contractor and as agent for Contractor Taylor, that all claims made against either of them have been settled.

Duplicated receipted pay rolls and bills for all labor performed and material furnished in the erection and completion of the Capitol Building since the date the last pay rolls and bills were filed in this office and deposited with the Comptroller, March 24, 1888.

I have examined these receipted pay rolls and bills and find them correct, and the total of same is as follows:

Total amount of pay rolls .....	\$47,180 21
Total amount of bills .....	402,773 88
	<hr/>
	\$449,954 09
Bonds filed for. ....	16,543 17
	<hr/>
Total.....	\$466,497 26

Respectfully,

JNO. T. DICKINSON,  
Secretary Capitol Building Commissioners.

AUSTIN, August 24, 1888.

Messrs. Joseph Lee and M. H. McLaurin, Capitol Building Commissioners:

GENTLEMEN—I herewith file with you the affidavit required by your letter of the eighteenth instant; also, the written waiver of Gus Wilke, Sub-Contractor; and request you to

issue to me the certificate for the remaining installment of land due me, having now complied with all the terms and conditions of my contract for the building of the Capitol Building.

Very respectfully,

ABNER TAYLOR,  
By GUS WILKE, Agt.

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, TEXAS, August 27, 1888.

Hon. Jno. D. McCall, Comptroller:

By direction of Commissioners Lee and McLaurin, and in compliance with the terms of the Capitol Building Contract, I have the honor to present for your countersigning and approval Certificate No. 35, for the conveyance to the Capitol Contractor of the balance of the three million acres of Capitol lands, amounting to 310,206.40 acres; and herewith transmit, to be deposited in your office, the papers set forth in the accompanying list, showing that the Capitol Contractor has entirely completed and finished the Capitol Building in accordance with the contracts, plans, and specifications for the erection and completion of the building and all its appurtenances, and that he has settled all claims and filed all receipted pay rolls and bills for labor performed and material furnished upon said building, and that he has complied with all other terms and conditions of the contracts to entitle him to the conveyance of the lands embraced in this final certificate.

JNO. T. DICKINSON,  
Secretary Capitol Building Commissioners.

List of papers in connection with the issuance to the Capitol Building Contractor of the certificate for the conveyance to him of the remaining installments of capitol lands, amounting to 310,206  $\frac{40}{100}$  acres.

1. Application of Contractor Taylor for the remaining installments of Capitol lands.
2. Reply of Commissioners Lee and McLaurin, with report of Superintendent R. L. Walker, stating that the building has been entirely completed according to contract.
3. Letter from Sub-Contractor Wilke, desiring to know if the Commissioners regard the workmanship and material in the building as being entirely finished according to the contract.
4. Reply of Commissioners Lee and McLaurin.
5. Written waiver of Sub-Contractor Wilke of any and all claims that he may have against the Capitol Building.
- 6 and 7. Two bonds of the Contractor, with security in double the amount due Samuel I. Pope & Co., of Chicago, and U. S. Encaustic Tile Company, of Indianapolis, filed in compliance with Article No. 17 of the Capitol Building Contract.
8. Affidavit of Sub-Contractor Wilke, that all claims against the Capitol Building have been settled as required by the Contract, and filing receipted pay rolls and bills for all labor performed and material furnished in the erection and completion of the Capitol Building since the date of filing the last pay rolls and bills, January 9, 1888.
9. Power of attorney to Gus Wilke from Abner Taylor to act for him as Contractor of Texas Capitol Building.
10. Affidavit of Abner Taylor, Chief Contractor, per Gus Wilke, agent, that the said Taylor has settled all claims made against him as Contractor of the Capitol Building, and that he has paid for all labor performed and material furnished in the erection and completion of said building, as required by the terms of his contract with the state of Texas.
11. Statement from the Secretary that the duplicate receipted pay rolls and bills for labor performed and material furnished in the erection and completion of the building from the date of filing the last pay rolls and bills, January 9, 1888, to the final completion of the building, have been examined and found to be accordance with the requirements of the Contract.
12. Duplicate receipted pay rolls, amounting to \$47,180.21.
13. Duplicate receipted bills, amounting to \$402,773.88.
14. Application of Abner Taylor, Contractor, per Gus Wilke, agent, for the issuance to him of the certificate for the final installments of Capitol lands, stating that he has complied with all the terms and conditions of his contract.
15. Copy of contract between Gus Wilke and Abner Taylor for the erection and completion of the Capitol Building.

Since preparing the foregoing list, Mr. Gus Wilke has settled with Saml. I. Pope & Co., and filed their receipt in full of all demands to date, and said receipt is herewith filed with the receipted bills accompanying these papers; and the bond heretofore mentioned in this list (No. 6), filed by Mr. Wilke for this claim, has been withdrawn, the said receipt being substituted for the bond.

Since preparing the foregoing list Mr. Gus Wilke has also settled with the United States

Encaustic Tile Company, and filed their receipt in full of all demands to date, and said receipt is herewith filed with the receipted bills accompanying these papers; and the bond heretofore mentioned in this list (No. 7), filed by Mr. Wilke for this claim, has been withdrawn, the said receipt being substituted for the bond.

The following communication from General W. P. Hardeman, Superintendent of Public Buildings and Grounds, was also read at the same meeting of the Board at which the foregoing letters were submitted:

To His Excellency L. S. Ross, Governor of Texas:

DEAR SIR—I feel that it is my duty to again call attention to the want of drainage to the Capitol Building. If you will examine the plans I think you will find that provision is made for tile drainage to be placed below the foundation; the ditch should be filled with loose stone nearly to the surface of the ground; the drains from the window areas are to carry off the water that collects in them. The water enters the end of the pipes, and the pipes should be vitrified, socket joints, and cemented tight, to carry off the water. The drain put in by the honorable Superintendent and Commissioners is only about half way down to the foundation, and if made of tile, as they say, the water that enters them from the window areas will escape at every joint and soak into the ground immediately around the foundation, and when the pavement is put down and all evaporation stopped the earth will become saturated. In fact, the drain put in is an injury instead of a benefit, for before it was put in when it rained hard the water overflowed the window sills, ran into the basement and was dipped out with buckets.

Respectfully,

W. P. HARDEMAN,  
Superintendent Public Buildings and Grounds.

EXECUTIVE OFFICE, AUSTIN, August 28, 1888.

Respectfully referred to Capitol Commissioners for their information and answer.  
By direction of the Governor.

H. W. HOLMES, Private Secretary.

The following reply of the Commissioners to the foregoing letter of General Hardeman was also read:

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, August 28, 1888.

Governor L. S. Ross, Executive Office:

DEAR SIR—The communication of Mr. W. P. Hardeman, without date, referred to us to-day by your Excellency, has been received. In reply, we beg to say that we disagree with Mr. Hardeman in his views, theories, and surmises in regard to the drainage of the Capitol Building.

When this system of drainage was put in, a short time ago, we approved of it, and the recent heavy rains have demonstrated its efficiency for protecting the basement from water, and we are satisfied that no better system could have been adopted.

Very respectfully,

JOSEPH LEE.  
M. H. McLAURIN.  
Capitol Building Commissioners.

The following letter from Samuel I. Pope & Co., who furnished the steam heating apparatus for the Capitol Building, was also read:

AUSTIN, TEXAS, August 31, 1888.

Governor L. S. Ross, Austin, Texas:

SIR—We furnished the heating apparatus, pump for elevator, plumbing, gas fitting, and apparatus for electric lighting in the Texas Capitol Building.

This work cost about \$70,000, and should have a careful and experienced mechanic to look after and operate same, one who has had some experience in erecting and handling such work.

Great damage is liable to happen to this work at any moment through careless handling, which would not only result injuriously to the Building, but to our reputation in this line of business, which we have thus far sustained creditably to ourselves throughout the United States.

Respectfully yours,

Univ. Calif. - Digitized by MIO SAMUEL I. POPE & CO.,  
Chicago.

Some reference having been made to the omission of a brass strengthening plate for the sash of the windows, the Commissioners and the Sub-Contractor stated that they had never been able to learn what this was, and submitted the following letter in further explanation of this matter:

AUSTIN, TEXAS, August 31, 1888.

The Phoenix Furniture Co., City:

GENTS—I have carefully examined all the principal catalogues of manufacturers of hardware, and do not find any trace of a "brass strengthening plate" for sash. During my experience in hardware business I have never seen or heard of anything of the kind.

Yours truly,

WALTER TIPS,  
Per A. C. GOETH.

### Additional memoranda of complaints made by Gen. Hardeman:

6. In the areas to the windows in the basement caps are omitted, and water will run into the air pipes. The broken pipe under the window of the Governor's office ought to have been taken out and a new one put in. When I last saw it there was tin over the broken place.

If sash are better without rebates, why are those on the first floor rebated?

The broken clay pipe which connects with the sewer is a nuisance.

The Commissioners say the bolts over the Senate Chamber are useless, and if put in will inevitably crack the glass. Why put them in?

In putting them in the galvanized iron ceiling has broken loose, and shows that it was only lapped and not soldered.

There are three broken lintels over the main east entrance; three over the west entrance; one over the Governor's office window; one to the right of the south entrance; one mended with steel anchors on the north. They say it requires a field glass to see them. So it does, for the cracks have been stopped with pulverized granite and paste, and made the color of granite to conceal the cracks. The contract required them to be taken out.

Specification 96 requires brass strengthening plates under each sash.

Why were not the bolts put in the iron frame that supports the glass floor in the centre of the rotunda?

The copper roof was never properly fastened down, and the wind will put it off.

Radiator in Commissioner Foster's office.

The direct radiator pipe on the fourth floor is crushed, and steam will escape.

Page 207 of the report gives a description of the engine room.

The grade to the coal house was never made.

There is no provision for protection against fire, as the pressure from the water works cannot be turned on.

On page 193 the contract requires at least four of the down pipes to be turned into the sewer, at the west end of the building, to flush it.

Anchors have been taken off the longitudinal girders.

Specification 121 shows how the interior of the building was to be finished. It is only varnished.

Sash cord is broken in the Treasurer's room.

There is a broken panel in the door at the end of the third story.

71. The stairs in the Governor's room are not rubbered.

The elevated cistern or pipe leaks.

A good many windows in the basement will not work.

99. Transoms are not embossed. See. Are they plate glass?

There is a hole in the wall near the vault door in the Treasury Department.

There are various cracks; some worked, others not.

There are no radiators in the Governor's reception room, Senators' reception room, and there are none in any room on the fourth floor; nor are there any in the following rooms, viz: Reporters' room House of Representatives; House committee rooms Nos. 9, 2, and 1; room of the Clerk of the House; Senate committee rooms Nos. 11, 6, and 7; Senate Reporters' room, and room of the Sergeant-at-Arms of the Senate.

In the House of Representatives Reporters' room there is but one single seated closet, and no urinal or wash-basin.

In the Senate Reporters' room there are two closets and a wash-basin, but no urinal.

Boxes for hose at fire plugs call for a capacity of 150 feet of hose. They are too small.

Index to machine for lighting gas.

Index to indirect radiators.

No guage cocks to water tank in boiler house.

Stone rests on top of window frame in gallery to House.

R—— bent down one-half inch.

Flooring not dry. Some not oiled.

Vaults need ventilation.

Tunnel leaks.

Pipes leak, for want of fall.

The roof leaks, because it is badly put on.

The pipe to fire-plugs is only two inches.

Specification 62; Mem. of Agreement T., page 112, Rep. 1888.

Water soaking through walls in basement.

Specification 130; roof glass to be corrugated; it is only clouded.

Capillary attraction pipe: Is there any provision for carrying the electricity from the roof?

The foregoing additional memoranda of complaints by General Hardeman were referred the Commissioners for reply, and the Board adjourned.

The Capitol Reception Board met again on the following day, September 1, 1888, all the members being present.

The following communication, with additional memoranda of complaints, was submitted by Gen. Hardeman, and read at this meeting of the Board:

AUSTIN, September 1, 1888.

To His Excellency L. S. Ross, Governor of Texas:

DEAR SIR—The omissions and defects in the construction of the Capitol Building reported by me were made by your orders, and with the understanding that I should point them out to the Board. I am ready to verify every statement made by me by ocular demonstration, and, in justice to myself, ask that I be allowed to do so.

Respectfully,

WM. P. HARDEMAN,  
Superintendent Public Buildings and Grounds.

AUSTIN, TEXAS, September 1, 1888.

General Walker says the steam heating for this building is intended to carry but two or three pounds of steam pressure. He is correct; five pounds is the maximum permitted by contract and specifications; but he says no word about the ventilating system of the building, which is worked by high pressure steam, entirely independent and distinct from the low pressure system for heating the building. Now, for the cause of the pounding of the steam mentioned by Treasurer Lubbock. The steam was first admitted to the pipes (at a pressure of twenty-five pounds) for the ventilating system. Owing to the sagging and lack of an even and unbroken grade being given to the pipes they retain water of condensation, which gathers in the low places. When the hot steam strikes this water a portion of the steam is condensed, but the greater part passes through the water, expanding it by heat and gradually vaporizing it. In course of this process the concussions complained of are produced in conjunction with the rapid expansion of the pipes by heat. As soon as the water in the pipes becomes entirely vaporized the noise and pounding cease; the jarring takes place principally in the return pipes. No steam was admitted to the heating apparatus. The same pipe which furnishes steam to the ventilating system also supplies it to the large pump for working the elevator.

Mr. McLaurin says we wished to work the elevator. No attempt has been made to operate it, nor have we had the slightest desire to do so. The steam for the direct radiators on the first floor is regulated at the radiators themselves; there is no means of cutting it off from the first floor radiators in the basement. It can be cut off from the upper floors entirely, in the basement, besides every radiator being supplied with means to cut it off from that particular radiator, the same as on first floor.

The steam for the indirect radiators, or hot air registers, is governed entirely in the basement.

The steam for both direct and indirect radiators is to be low pressure steam, not to exceed a pressure of five pounds to the square inch. No steam has been admitted to this system.

In America high pressure steam exceeds fifty pounds to the square inch. In England twenty-five pounds and upwards. (See *Knights Mechanical Dictionary*, article on steam.) The overflow pipe is placed and connected with the tank that works the elevator expressly to guard against accidents to the automatic throttle valve at the pump. Should the float in the tank fail to work and permit the valve to close and shut off steam, the pump will continue to work and water will come down the overflow pipe to the tank or cistern in the basement,

but owing to the pipe ending some fifteen or twenty feet above the cistern, the water will scatter and fall on the wall, striking an offset in the wall and there soaking into the foundation of the building, which we perhaps will be told is beneficial.

When the steam heating was tried last winter, who stayed at the boiler house to see that the conditions imposed by the specifications were carried out?

WM. P. HARDEMAN,  
Superintendent Public Buildings and Grounds.

The foregoing letter, after being discussed by the Board, was referred to the Commissioners for reply.

A former letter of complaints from Gen. Hardeman, and the reply of the Commissioners thereto, on file with the Secretary, and appearing in the foregoing pages of this report, dated July 31, 1888, and which had been at that time submitted to the Governor, was taken up and read.

A letter from Designing Architect E. E. Myers, of Detroit, Michigan, which was read at a former meeting of the Board, and which appears in full in the foregoing pages of this report, was referred to again and re-read, in which the Designing Architect endorsed the manner in which the wood work of the Capitol Building had been done.

Without taking any action upon the matters before them, the Board adjourned.

The Capitol Reception Board met again on the 3d of September, 1888, with all the members present. Attorney-General Hogg, though not a member of this Board, was also present by invitation of the Governor.

The complaints which Gen. Hardeman had made against the Building, and which had been read and filed at previous meetings of the Board, and which appear in the foregoing pages of this report, were again discussed.

The following letter from Commissioners Lee and McLaurin and Superintendent Walker, in reference to Gen. Hardeman's last complaints, was read:

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, TEXAS, September 3, 1888.

Gov. L. S. Ross, Chairman Capitol Reception Board:

DEAR SIR—We have examined the additional memoranda of complaints made against the Capitol Building by Gen. Hardeman at the last two meetings of the Capitol Board, and we fail to find anything in them that has not already been answered by us in our reply to his first document of complaints, all of which was read and considered at your Board meeting last Saturday afternoon. He has stated that he is not acquainted with the plans, specifications, and contracts according to which the Capitol has been built, and his memoranda of complaints fully attest this fact.

Respectfully,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.  
R. L. WALKER,  
Superintendent of Construction.

Attorney-General Hogg then stated what he deemed to be several defects in the construction and finish of the building, and also agreed with Gen. Hardeman in the complaints he had made. (For the list of the defects submitted by the Attorney-General, see later on in this report of the meeting of the Capitol Board, September 17, 1888.)

The following affidavits and statements of experienced builders and workmen were then submitted by Sub-Contractor Wilke, and read:

THE STATE OF TEXAS, }

County of Travis. } Before the undersigned authority on this day came and personally appeared E. Hanaway, who being by me first duly sworn, on oath deposes and says that he is a copper worker and galvanized iron cornice worker, and that he has worked at this trade forty-five years. Affiant says that some thirty years since he put on four copper roofs in

the city of Cincinnati, and that afterwards he had to take them off and put on tin roofs. Affiant says that he thoroughly understands roofing with copper and with other metals, and that he has examined the roof on the State Capitol Building. Affiant says that the material used in constructing said roof and the workmanship thereof is first class. He further says that copper is not suitable for constructing roofs of buildings in this climate; that by expansions and contractions the sheetings of copper in the roof of the Capitol Building are in many places torn, and this result cannot be provided against.

E. HANAWAY.

[L. S.] Sworn and subscribed to before me this third day of September, A. D. 1888.

Witness my hand and official seal.

A. J. PEELER,

Notary Public Travis County, Texas.

THE STATE OF TEXAS, }

County of Travis. } Before the undersigned authority on this day came and appeared Otto Johnson, who being duly sworn, on oath deposes and says that he is a copper worker and galvanized iron worker, and that he has had long experience in such work. Affiant further says that he put on copper roofs on buildings in Sweden, but has not used copper in this country. He further says that he worked on the roof of the State Capitol Building as foreman of the workmen, and that he knows of the construction of the roof.

Affiant says that the material used in the construction of said roof and the work done upon it were first class, and that said roof is as well constructed and is as perfect as it is possible to make it of copper. Affiant further says that on account of the expansion and contraction of the metal in this climate copper is not suited for roofing; that the leaks in the roof of the Capitol Building are caused wholly by the expansion and contraction of the material from heat and cold. He further says that in constructing said roof the expansion and contraction of the metal from this cause were provided for as fully as it was possible to do.

OTTO JOHNSON.

Sworn to and subscribed before me this third day of September, A. D. 1888.

Witness my hand and official seal.

A. J. PEELER,

Notary Public Travis County, Texas.

THE STATE OF TEXAS, }

County of Travis. } Before the undersigned authority on this day came and personally appeared J. A. Buaas, who being by me duly sworn, on oath deposes and says that he constructed and put on the copper roof on the State Capitol Building, as a sub-contractor under Gus Wilke; that Wilke furnished the copper and the nails, and the material furnished and used in the construction of said roof was strictly first-class in every respect, and the roof was constructed in every particular according to the plans and specifications, and the workmanship is in all respects first class.

Affiant says that copper is not a suitable material for the roof of such building in this climate. The expansions and contractions of such metals render its use impracticable and unsuitable for such purposes. From this cause the sheetings of copper in the roof of the Building have been torn in several places, and this will necessarily continue as the result of the natural causes of heat and cold. This defect cannot be provided against. In this roof and in its construction the expansions and contractions of the metal were provided for as fully as it was possible to do, and the roof is as completely and perfectly constructed as can be done with the material used.

J. A. BUAAS.

Sworn and subscribed to before me this third day of September, A. D. 1888.

Witness my hand and official seal.

A. J. PEELER.

Notary Public Travis County, Texas.

THE STATE OF TEXAS, }

County of Travis. } Before the undersigned authority on this day came and personally appeared Charles Hartenstein, who being by me duly sworn, on oath deposes and says, that he was a workman employed in the construction of the roof on the State Capitol Building; that he is an experienced workman; that the material used in the constructing the roof on said building and the workmanship thereof are first class; and that said roof is as well constructed and as perfect as it is possible to make it of copper.

Affiant further says, that owing to the expansion and contraction of the metal in this climate, copper is not suitable for roofing. He further says that the leaks in the roof of the



Capitol Building are caused wholly by the expansion and contraction of the metal of which it is constructed, by the effect of heat and cold.

CHARLES HARTENSTEIN.

Sworn to and subscribed before me this third day of September, A. D. 1888.

Witness my hand and official seal.

A. J. PEELER,

Notary Public Travis County, Texas.

Mr. Gus Wilke, Contractor:

SIR—At your request I have made an examination of the roof of the Capitol Building. I find the roof executed in a good and workmanlike manner, and in strict accordance with the specifications for this work.

The leaks are caused by the action of heat and cold, and are due to the use of copper. I consider the expansion and contraction of the metal has been provided for as much as is possible to be done.

In regard to your question concerning the quality of the wood work of the Capitol Building, I would state that I consider it a first-class piece of work. I have never seen any better anywhere.

A. GARDINER,

Contractor.

AUSTIN, September 3, 1886.

THE STATE OF TEXAS, }

County of Travis, } Before the undersigned authority on this day came and personally appeared D. S. Day and D. H. Neff.

D. S. Day being by me first duly sworn, on oath deposes and says: I have been engaged in the copper and galvanized iron cornice business, in St. Louis and other places, for twenty-two years, and thoroughly understand roofing with copper and other metals, and that he has examined the roof on the State Capitol Building. Affiant further says that the material used in constructing said roof, and the workmanship thereof, is first-class in every respect. He further says that copper is not suitable for roofing purposes in this climate; that the expansions and contractions from heat and cold renders it wholly impracticable. He further states that he has taken off copper roofs in Cincinnati and replaced same with tin, for the reason that the copper roof leaked, cracked, and proved totally unfit for roofing purposes. He further states that the expansion and contraction of the copper roof, by heat and cold, was amply provided for in its construction, as well as possible could be, on the capitol building.

D. H. Neff being next by me duly sworn, on oath deposes and says: I have been in the metal roofing business for fifteen years, in Kansas, Ohio and Texas, and I have examined the roof on the State Capitol Building, and I fully concur in all Mr. D. S. Day has said.

DAVE NEFF,

D. S. DAY.

Sworn to and subscribed before me, this 3d day of September, A. D. 1888.

[L. S.]

A. J. PEELER,

Notary Public, Travis County, Texas.

AUSTIN, September 3, 1888.

Mr. Gus Wilke:

SIR—As per your request, I have made an examination of the specifications for the roof of the new State Capitol Building. I think the work has been done according to said specifications, and in a good and workmanlike manner. I do not know of any way to better provide for the expansion and contraction of the gutters and valleys and roof than has been done, when copper is used for both valleys and gutters. Copper is largely used for roofing in the West Indies—or was at one time—but the gutters and valleys were used of heavy sheet lead, which extended well under the copper roof, and was not soldered to the roof, but held in place by cleats. I have removed copper gutters and substituted tin and lead for the same a number of times while I resided in Kingston, Jamaica, W. I.

Yours respectfully,

JOHN McDONALD.

After the reading of the foregoing affidavits and statements, the Board adjourned.

The Capitol Reception Board met on September 4, 1888, all the members of the Board being present. The following communication from Mr. Gus Wilke, the builder of the new Capitol, was received and read.

AUSTIN, TEXAS, September 4, 1888.

To Governor L. S. Ross and Members of Capitol Reception Board:

GENTLEMEN—I desire to call your attention to a few matters connected with this building, in behalf of Colonel Abner Taylor, the chief contractor, and of myself as the builder of the new Capitol.

In 1886 I requested that the material for the roof of the building be changed, as the plans for same would make it too flat for slate, and would not be water-tight.

A proposition was made for a copper roof where slate was specified, and also a proposition for an iron roof, with additional improvements in the building to make up the difference in cost between the two materials.

After a good deal of discussion, a copper roof, also copper valleys and gutters, were ordered by the Capitol Board to be put on, and an agreement was entered into to that effect. Before we commenced work on this roof we became satisfied from reports collected from many prominent and important public buildings that copper would not make a satisfactory roof. We protested against the use of copper, and stated in writing at the time what the result would be in case a copper roof was insisted upon. But the Board declined to reconsider their action, and in order to comply with the contract as entered into we had to put on copper against our protest. This protest was not made because some money could be saved by not using copper, but for the reason that we were as anxious as the State officials to have a sound, substantial, and satisfactory roof on this building. We have not kept the roof matter secret, but have always openly stated that the copper roof could never give satisfaction. This roof has been put on in the best and most workmanlike manner, as experienced roof-builders testify; and I beg to say that an expense by the State of fifty or sixty dollars per month would keep it from leaking, for it will require constant repair, just as we predicted in our protest. I cannot see why with the above record we should be held responsible for this roof, when it has been put on strictly according to contract.

During last May, this present Capitol Reception Board held a meeting and requested from the proper officers of the State of Texas a report upon the condition of this building and how far it was completed in accordance with the contract. This report was made, and then this Board received and accepted the building, with the exception of two iron stairways, the inside blinds, and the drainage. This acceptance is a matter of written agreement between the State of Texas and the Capitol Contractor, and its terms are plain and conclusive. In that agreement the reports of the Superintendent of Construction and the Capitol Building Commissioners are made a part and parcel thereof. Now, I do not think that the State officers of Texas make contracts with individuals and then endeavor intentionally to violate any part of them; and I would ask that this agreement, with the reports attached thereto, be re-read at this meeting. All the changes that have ever been suggested by myself or recommended by the Capitol Commissioners and Superintendent are in writing, and were for the improvement of the building and of no pecuniary advantage to me. On the contrary, I can show, and have shown, as published in the last printed report of the Capitol Commission, that over \$114,000 worth of work and material over and above what was required of me by the Capitol contract has been done on this building without one dollar of extra charge to the State. But, as General Hardeman claims to have discovered what he calls errors and omissions in the workmanship and material of the building—although I am confident that the work is according to plans and specifications—still, in order to satisfy everybody, I will deposit with Hon. F. R. Lubbock, Treasurer of this State the sum of \$500, to be used by General Hardeman in curing the errors and omissions which he claims that he has found, and which I do not think in their entirety amount to more than one hundred dollars.

I have made a proposition to the Capitol Commissioners, which has been approved of by them and referred to your Board for concurrence, whereby a new roof can be secured to this building without any expense to the State, said roof to be guaranteed to be water-tight.

This proposition is made by me for two reasons. The one is, that with a bad roof on this structure, no matter how it got there, it will not be any credit to me to have built this magnificent building, spending six of the best years of my life in the undertaking. I cannot afford to have anything seriously the matter with any part of this building, whether I was to blame or not. And the other reason is, that if my proposition is accepted, it will enable me to have a settlement of my contract with the Chief Contractor.

Respectfully submitted,

GUS WILKE.

Mr. John McDonald, a well known and experienced builder and contractor, was present at this meeting of the Board, and at the request of the Governor, gave his testimony in reference to the copper roof on the Capitol. The Secretary was directed to make a note of what Mr. McDonald said. He stated in substance that he had examined the roof, and it was his opinion

that it had been put on according to contract, and that he would rather have the present copper roof on the Capitol kept in good repair than to have a new tin roof put on. He believed the present roof, was a good roof, and that it was put on as well as it could be put on; that there would always be leaks in a roof of this magnitude, and that it would have to be frequently examined and repaired.

After further discussion of the copper roof, the Board decided that tomorrow they would go over the building with Gen. Hardeman to see the defects he alleged existed, and the Board adjourned.

The Capitol Reception Board met again on September 6, 1888, all the members of the Board being present.

The following resolution, offered by Hon. R. M. Hall, and seconded by Hon. F. R. Lubbock, was unanimously adopted: -

WHEREAS, The qualified acceptance, under the Act of May 2nd, 1888, of such portions of the new Capitol Building as were stated by the Commissioners to be finished, saved and reserved to the State all rights under the contract; and

Whereas, From investigations thus far made, defects then latent are now shown to exist in said building, and that said defects are not the result of the use by the public of those portions so received by the Board; and

Whereas, It is found that the roof leaks in many places, and has so leaked from the time it was put on; and

Whereas, The State, under the contract, is entitled to a water-tight roof of the best construction; and

Whereas, Said leaks are claimed by the Commissioners, and others, to be caused by the expansion and contraction of the metal, against which, under the contract, the contractor was bound to provide; therefore be it

*Resolved*, That it is the opinion of the Board that the capitol building is not in its entirety finished by the contractor in the very best workmanlike manner, style, and method, and we decline to receive the same.

The Board then adjourned.

The State Capitol Board, composed of the Governor, Comptroller, Treasurer, Commissioner of the General Land Office, and Attorney-General, met on September 7th, 1888, all the members of the Board being present.

The former proposition of Sub-Contractor Wilke, which had been previously submitted, as appears on the foregoing pages of this report, was read, to-wit: To put on a new tin roof, first-class in every respect, in lieu of the present copper roof, and to guarantee that it would be water-tight.

Mr. Wilke also submitted the following proposition, which was read:

AUSTIN, September 5th, 1888.

Messrs. Lee and McLaurin, Capitol Building Commissioners:

GENTLEMEN—It having been intimated by a member of the Capitol Board that it was customary to keep roofs of new buildings in repair for one year after completion, I herewith agree to keep the copper roof in good repair for a term of three years, and will give a good bond, in double the estimated cost, to secure above proposition.

Very respectfully,

GUS WILKE.

Upon the reading of these two propositions about the roof, and pending their consideration, Attorney-General Hogg stated that he was preparing a paper to submit to the Board, and he asked that the Board take no action until he could submit this paper, which he would be ready to do on Monday.

The Board thereupon adjourned until Monday, September 10th, 1888.

The State Capitol Board, composed of the Governor, Comptroller, Treasurer, Commissioner of the General Land Office, and Attorney-General, met

on September 10th, 1888, pursuant to adjournment, all the members of the Board being present.

Attorney-General Hogg offered the following resolution, which, upon motion of Hon. R. M. Hall, was unanimously laid upon the table:

Whereas, for more than a year past many complaints of a serious character have been made against the workmanship and material of the new State Capitol, mostly by private parties, but more recently by General W. P. Hardeman, Superintendent of Public Buildings and Grounds, and they yet continue to be made; and

Whereas, notwithstanding these official and unofficial complaints, the two Capitol Building Commissioners, Judge Joseph Lee and Colonel M. H. McLaurin, and the Superintendent of Construction, General R. L. Walker, disputed them, and on the thirty-first day of August, 1888, filed an official report and statement that both as to workmanship and material the Contractor had finished said building according to the contract and specifications, and therefore agreed to and advised its final acceptance by the Capitol Receiving Board; and

Whereas, the said Capitol Receiving Board, after due deliberation, and an official inspection of the contract, plans, specifications, work and material of the building, took issue with said Commissioners and Superintendent, and on the sixth day of this month formally and officially declined to receive it for the State—which makes now a conflict between the said two sets of officers; and

Whereas, the Contractor, by bond, obligated himself to construct said building according to contract, which among other things required the workmanship and material thereof to be first class in every particular; and the said two Commissioners and the Superintendent each entered into bond with the State that he would faithfully perform his duties in protecting the interests of the State, to the end that the said Contractor should comply with his contract; and

Whereas, the said Receiving Board has in effect by its said rejection of the Capitol officially declared each of said bonds violated; and

Whereas, the present Secretary has been the only keeper of the accounts and transactions between the State and the Contractor and said officers, which may need verification and correction; and

Whereas, in the course of events, perhaps soon, litigation may become necessary to protect the interests of the State by action on the bond of the Contractor, the Commissioners, and Superintendent; and

Whereas, this state of affairs necessarily produce grave embarrassments between the Board on the one hand, seeking proof by which to justly succeed if suit is brought, and the said Contractor and officers on the other side are attempting to vindicate and protect themselves; therefore, be it

*Resolved*, By the Capitol Board now in session, that the said two Commissioners, the Superintendent and the Secretary, are each hereby tendered an opportunity to resign their said official positions, so that their successors, unembarrassed by the complications aforesaid, may be appointed.

After unanimously tabling the foregoing resolution, but without transacting any further business, the Board adjourned.

The following affidavit and certificates of men of acknowledged experience in the wood-work and furniture business, were filed in this office in reference to the wood-work of the Capitol Building:

From Mr. Jas. B. Smith, contractor:

I, the undersigned, have seen the wood-work in the Capitol Building, and have watched its progress during its construction, and consider it a first-class job in every respect and in the most approved and workmanlike manner, and I have had considerable experience in this business.

[L. S.]

JAS. B. SMITH.

Sworn and subscribed to before me this seventh day of September, 1888.

AUGUST GEISEN,

Notary Public, Travis County, Texas.

NOTE—This testimony was voluntary. Mr. Smith is the contractor who built the Temporary Capitol.

C. M. PRICE.

From Maj. Jno. C. Boak, furniture dealer:

AUSTIN, TEXAS, September 13, 1888.

Mr. Gus Wilke:

In reply to your inquiry as to the relative merit of solid and veneered panels, I have to say that the use of veneered panels has obtained in the manufacture of fine furniture from a time beyond memory.

For some years past our best manufacturers have been making panels by applying hard wood veneers to *both sides* of a softer wood. The result thus obtained has been found better than a solid panel. The crossing of the grain in the three pieces of wood eliminates all risk of cracking, and the tendency to warp is reduced to a minimum. This is clearly shown in the use of what is known to the trade as "built up." Desk and table tops composed of three to six thin layers of wood firmly secured together are regarded as far superior to a solid plank.

Respectfully,

JOHN C. BOAK.

From Mr. Geo. Feigel, builder:

AUSTIN, TEXAS, September 17, 1888.

Mr. C. M. Price, Austin, Texas:

DEAR SIR—In reply to yours of the fifteenth, I will say that I have used and made both kinds of doors, and consider a door with soft pine core and  $\frac{3}{8}$  or  $\frac{1}{2}$  inch veneer on each side superior to a door made solid or in two thicknesses.

Some eight or ten years ago, in making changes in the State National Bank, of this city, I had to make a hard wood door, and, in examining the doors in the interior, I found they were veneered, and not having the facilities to make one the same way, I made it solid. The veneered doors have been in place twelve or more years, and are in good order to-day; and I am sorry to say the solid door has not stood so well, though made of thoroughly seasoned material; and, in making doors to stand well, would always prefer doors veneered to those solid or in two thicknesses.

Yours truly,

GEO. FEIGEL.

The State Capitol Board, composed of the Governor, Comptroller, Treasurer, and Commissioner of the General Land Office, met on September 17, 1888, all the members of the Board being present, except Hon. F. R. Lubbock, who was absent from the city. There were also present, Col. Abner Taylor, Capitol Contractor; Commissioners Lee and McLaurin, Superintendent Walker, Sub-Contractor Wilke, and others.

The two propositions of Sub-Contractor Wilke were again read, offering either to put on a new tin roof and guarantee its being water-tight, or keep the present copper roof in repair for three years.

No action was taken on these propositions. Col. Abner Taylor, Capitol Contractor, then submitted the following communication, which was read:

AUSTIN, TEXAS, September 17, 1888.

To His Excellency Governor L. S. Ross, Chairman of the Capitol Board:

SIR—Having been advised that there were some objections on the part of the Board to some of the work and material on the new State Capitol, I have come here to acquaint myself with the objections raised by the Board, and ask the Board to specifically point out any defects that they may know.

I believe that this building has been constructed strictly in accordance with the contracts, but I have never been satisfied with the material selected by the Board for the roof.

I am informed that Mr. Wilke, who constructed this building, has a proposition before the Board to care for the roof, which, if accepted, would probably remove the objections to it.

It has been my desire from the beginning not to stand on technicalities, but to complete the building so that it would be a credit to all parties. I therefore now stand ready to remedy any defects that may be pointed out.

Very respectfully yours,

ABNER TAYLOR.

After the reading of the foregoing communication from Col. Abner Taylor, Attorney-General Hogg verbally made the following complaints against the building, which the Governor directed the Secretary to make a note of:

1st. Doors with cores of white pine and oak on each side, glued, but not screwed together, and several have come apart.

2nd. The veneering in the panels never was first-class, and was turning black, and 100 of these panels were taken out and replaced by solid boards.

3rd. Broken lintels should be replaced.

4th. The ceiling in places is splotted, either from bad work or bad keeping.

5th. Paint around columns turning green.

6th. In basement, white coating of iron columns has turned black and rusty, and the whole place is damp.

7th. Painted glass in transoms instead of embossed.

8th. Drainage system is required to be below the foundation of the building.

9th. Putty used on skylights instead of India rubber.

10th. Elimination of radiators and urinal in Attorney-General's office.

11th. The material for the rostrums in the House and Senate were changed from marble to iron, wood, and tiling.

The foregoing complaints of the Attorney-General were referred to the Commissioners for reply.

The Governor stated that the Board would meet to-morrow for consultation, to reply to Col. Taylor's communication, and the Board then adjourned.

The State Capitol Board, composed of the Governor, Comptroller, Treasurer, Commissioner of the General Land Office, and Attorney-General, met September 18th, 1888, all the members of the Board being present.

The Board considered the communication of Col. Abner Taylor, Capitol Contractor, of the 17th inst., which was under consideration at the last meeting of the Board, in which Col. Taylor desired to know what the defects were in the building, in order that he might correct them. The following reply was endorsed upon Col. Taylor's communication:

AUSTIN, September 18th, 1888.

Abner Taylor, Capitol Contractor :

We accept your proposition, embraced in your communication of the 17th inst. to the Governor, as Chairman of the Capitol Building Board, and hereby inform you that we will proceed with all reasonable dispatch to point out such defects as we deem necessary for a full compliance on your part with the terms of the contract.

L. S. ROSS,  
Governor, and President of Board.

The Board then adjourned.

Sub-Contractor Wilke filed the following statement with the Commissioners, being a list of expenditures and bills in connection with the building of the new capitol, amounting to \$1,136,650, in addition to the \$2,607,980.60, pay rolls and bills for material and labor, filed in the Comptroller's office, making total cost of material and labor, \$3,744,630.60.

AUSTIN, September 18, 1888.

Messrs. Lee and McLaurin, Capitol Building Commissioners :

GENTLEMEN—In addition to the pay rolls and vouchers filed with you for the labor and material furnished for the erection of the Capitol Building, the following expenditures and bills have been caused by the erection of the Capitol, and are a part of the cost of the building, and no papers in your office show these expenses:

1. Amount invested by Gus Wilke.....	\$ 55,000
2. Amount due to Gus Wilke.....	362,000
3. Cost of Oatmanville railroad .....	35,000
4. Cost of Burnet railroad.....	58,000
5. Cost of Capitol railroad and equipment.....	23,650
6. Cost of plant at Capitol and stone yards.....	104,000
7. Cost of expenses and six per cent interest on investment estimated yearly..	410,000
8. Duties on iron, glass, and other material.....	89,000

Total.....\$1,136,650

Respectfully submitted,

GUS WILKE.

On September 19, 1888, Commissioners Lee and McLaurin forwarded the following letter to Hon. John D. McCall, Comptroller:

OFFICE OF CAPITOL BUILDING COMMISSIONERS,  
AUSTIN, TEXAS, September 19, 1888.

Hon. John D. McCall, Comptroller:

DEAR SIR—We herewith hand you the land certificates referred to in our communication of the twenty-seventh of August, 1888. These certificates are duly signed by us, and are transmitted to you subject to any action the Reception Board may deem best.

This we deem necessary, as we are this day closing our final report, and probably all further connection with the State Capitol Building.

Very truly yours,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

[Copy.]

GENERAL LAND OFFICE,  
AUSTIN, TEXAS, August 25, 1888.

This is to certify that it appears from the records of this office that upon the certificates of the Capitol Building Commissioners filed in this office, calling for the issuance to the Capitol Contractor of leagues Nos. 1 to 645 of the Capitol lands, owing to the non-existence of certain of these leagues, the conflict of some of them and the shortage of others, there have been issued to the Contractor upon these certificates patents for 2,689,793<sup>60</sup>/<sub>100</sub> acres of the three million acres of Capitol lands, leaving balance unpatented of 310,206<sup>40</sup>/<sub>100</sub> acres.

In testimony whereof, I hereunto set my hand and affix the impress of the seal of said office the date first above written.

[Signed]

R. M. HALL,  
Commissioner.

[L. S.]

*No. 35—Duplicate. Certificate for Conveyance of Lands for Building Texas State Capitol.*

AUSTIN, TEXAS, August 25, 1888.

We, Joseph Lee and M. H. McLaurin, Capitol Building Commissioners of the State of Texas, do hereby certify that Abner Taylor, Contractor for building the Texas State Capitol, has fully complied with the requirements necessary for the thirty-fifth conveyance to him of lands, as set forth in the following provision of Article No. 19 of the Contract for the construction of said Capitol, to-wit:

"Thirty-fifth. When the building, with its appurtenances, is completed and perfected in all its parts, in every particular, according to this Contract, then the party of the second part shall receive titles to the remaining ten per cent of said lands," amounting to 300,000 acres of land, plus 10,206<sup>40</sup>/<sub>100</sub> acres, reserved from former certificates, and as set forth in the certificate of the Commissioner of the General Land Office, hereto attached.

And, therefore, the Commissioner of the General Land Office of the State of Texas is hereby authorized to convey to said Abner Taylor, Contractor, titles to seventy leagues of land of the Texas Capitol Reservation, numbered from 647 to 736, inclusive, and 246<sup>40</sup>/<sub>100</sub> acres of league No. 446, excluding abandoned leagues, being ten per cent of the three million (3,000,000) acres of land, plus 10,206<sup>40</sup>/<sub>100</sub> acres; mentioned above.

In testimony whereof, we have hereunto set our several signatures, this the 25th day of August, A. D. One Thousand Eight Hundred and Eighty-eight (1888).

Countersigned an approved:

[Signed]

JOSEPH LEE,  
M. H. McLAURIN,

Comptroller of Public Accounts.

Capitol Building Commissioners.

Attest:

[Signed] JNO. T. DICKINSON,

Secretary Capitol Building Commissioners.

## 36. *Final Report of Capitol Building Commissioners.*

The foregoing certificate was endorsed on the back as follows:

Original Certificate No. 35, for conveyance of lands for building Texas State Capitol. Ten per cent of three million acres of land, being leagues Nos. 647 to 736, inclusive, and 246 $\frac{40}{100}$  acres of league No 446, excluding abandoned leagues, plus 10,206 $\frac{40}{100}$  acres, amounting to 410,206 $\frac{40}{100}$  acres.

AUSTIN, TEXAS, August 25, 1888.

The State Capitol Board met on September 20, 1888, all the members of the Board being present. There were also present Commissioners Lee and McLaurin, Superintendent Walker, Col. Abner Taylor, Capitol Contractor, Sub-Contractor Wilke, and others.

The following communication from Commissioners Lee and McLaurin, answering the complaints of Attorney-General Hogg about the Capitol Building, was submitted and filed:

AUSTIN, TEXAS, September 19, 1888.

To His Excellency Governor L. S. Ross:

DEAR SIR—We deem it proper to answer the charges made by Attorney-General Hogg at a meeting of the Capitol Board, September 17, 1888, of defects that he alleges exist in workmanship of the Capitol Building. Although we have repeatedly answered these charges, as coming from other parties, we now do so again; and take them up seriatim:

1st. Doors with cores of white pine and oak on each side, glued, but not screwed together, and several have come apart.

*Answer.* Regarding the doors, we state that, as now made, they are the best that can be made, and better than the specifications require. This change was made by contract, properly executed. We back up our judgment with letters from manufacturers, practical men, and also specifications for United States Government Buildings. The three doors that showed a defect, were fitted tight and were forced open when they had swelled a little, and this caused the flopping spoken of by the Attorney-General. We think it remarkable that out of at least 500 doors, only three or four have gotten out of order in four or five months time.

2nd. The veneering in the panels never was first-class and was turning black, and one hundred of these panels were taken out and replaced by solid boards.

*Answer.* We beg to state that original drawings do not show solid panels, and that we ordered veneered panels put in because they were better. We desire to call Attorney-General Hogg's attention to the solid panels underneath the main stairs in the Driskill Hotel, which are split and shrunk to pieces. We substantiate our position by expert testimony and information from parties able to judge.

3rd. Broken lintels should be replaced.

*Answer.* As to the broken stone, we beg to state that all were taken out excepting those that could not be removed without doing great injury to the building, and we stopped the Contractor from interfering with them, as it is no injury to the building to leave them as they are.

4th. The ceiling, in places, is splotched, either from bad work or bad keeping.

*Answer.* In regard to the ceiling being discolored in places, we beg to state that in some places the pine lath have caused it, and it cannot be prevented. The plastering is not injured by it, nor is it a defect or a damage to the building.

5th. Paint around columns turning green.

*Answer.* The painting of iron work is not changing color, owing to rust, but is strictly first class and as good as in any other building, and done according to specifications.

6th. In basement, white coating of iron columns has turned black and rusty, and the whole place is damp.

*Answer.* In basement no rust is showing through paint; the black discoloration is only on surface of columns, and is due to the damp air in basement. If the ventilating apparatus had been operated since the state took charge of the building, this dampness would long ago have disappeared.

7th. Painted glass in transoms instead of embossed.

*Answer.* The glass transoms in fourth story are required to be plain crystal sheet glass twenty-two ounce weight. Plan No. 27 shows this plainly.

8th. Drainage system is required to be below the foundation of the building.

*Answer.* The drainage of areas is not called for at the bottom of foundation, but is as much as twelve or fifteen feet above, according to original drawing No. 1. This original plan calls for it to be of 3-inch drain tile, and it was put in according to a supplemental contract authorized by the Capitol Board, of date June 12, 1888, said work to be put in



according to plan herewith submitted, marked "drainage," and size of pipe was increased in certain places to four inches, and was laid fully to depth called for by this agreement; and same material was used as original contract called for.

9th. Putty used on skylights, instead of India rubber.

*Answer.* The skylights over Legislative Halls and State Library have the glass bedded in putty, which owing to the change to iron skylights was absolutely necessary. Rubber could not be used on these skylights.

10th. Elimination of radiators and urinal in Attorney-General's office.

*Answer.* No urinal or radiator has been omitted in Attorney-General Hogg's department. None are shown on the plans for this work. (See steam heating plans filed with the Comptroller.)

11th. The material for the rostrums in the House and Senate were changed from marble to iron, wood, and tiling.

*Answer.* This change was made in writing, as set forth in memorandum of agreement, of date May 27, 1887, and the necessity for this change is fully set forth in a communication to your Excellency, of date March 23, 1888, and published on page 94 of our last printed report, a copy of which is herewith submitted.

The foregoing are all the charges of defects and omissions in the construction of the Capitol which Attorney-General Hogg has submitted, and each answer that we have made to them can be corroborated both by the facts and by the best expert testimony of practical builders, the same being on file in this office, and heretofore read to the Board, and herewith submitted in our report.

Respectfully,

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

Colonel Abner Taylor, Capitol Contractor, submitted the following proposition to pay for the services of competent experts to examine the Capitol Building, if the Board had no appropriation to pay for them:

AUSTIN, TEXAS, September 20, 1888.

To His Excellency L. S. Ross, Chairman Capitol Building Board:

SIR—Being desirous of arriving at an early and satisfactory settlement of my contract with the State for the construction of the State Capitol Building, I deem it would not be out of place for me to offer the following suggestion:

I believe that I have erected for the State the best and most complete capitol building in America, and that the work and material in it are first-class in every respect, and that it has been constructed in accordance with the contracts; therefore, in order to remove every objection, and satisfy every person connected with the building that I am correct in my estimate of it, I would be very glad if the Board would have competent experts to make a thorough examination of the building, and in order to defray the expenses of such experts, I am willing to deposit with the State Treasurer a sufficient amount of money for that purpose, if such an arrangement is deemed advisable, and is acceptable to the Board.

Very respectfully yours,

ABNER TAYLOR.

Hon. F. R. Lubbock submitted a letter from a Mr. T. W. Anderson, of Houston, showing that a copper roof was the best roof known.

The Secretary stated that the Capitol Commissioners, Messrs. Lee and McLaurin, had made their final report, as required by law, to the next Legislature.

This report, which appears upon the opening pages of this printed report, was taken up and read. Commissioners Lee and McLaurin then stated to the Board that this report would be printed as required by law; and that now, as all their duties as Capitol Building Commissioners had been performed under the laws and contracts, their work was entirely finished, and that under the law their offices no longer existed.

After some doubt being expressed on this point by the Governor, and several speeches being made, the Board adjourned.

The State Capitol Board met on the following day, September 21, 1888, all the members of the Board being present. There were also present Colonel

Abner Taylor, Contractor, Mr. Gus Wilke, Sub-Contractor, Superintendent R. L. Walker, Secretary John T. Dickinson, reporters and others.

A check for \$250, which some time ago had been filed with the Commissioners, was submitted to the Board by Sub-Contractor Wilke, in favor of the State, as payment for two iron stairways to vaults which had been omitted because they were not needed. This check, with memorandum attached, was filed for future consideration.

The resignation of General R. L. Walker as Superintendent of Construction was read and accepted, to take effect September 25, 1888.

The resignation of John T. Dickinson, as Secretary, was read and accepted, to take effect September 25, 1888.

The following resolution, offered by Hon. R. M. Hall, and seconded by Hon. J. S. Hogg, was unanimously adopted:

Whereas, General R. L. Walker, Superintendent of Construction, has tendered his resignation, made necessary from the condition of his health; therefore, be it

*Resolved*, That the same be accepted, with every assurance on our part of the highest personal regard for him, and confidence in his integrity and fidelity in the discharge of his official duties, and with the most earnest wishes for his early restoration to health and future prosperity and happiness.

The following proposition from Sub-Contractor Wilke was read and ordered filed for future consideration:

AUSTIN, September 20, 1888.

His Excellency Governor L. S. Ross:

DEAR SIR—As I have heretofore informed you that there are some broken stone in the Capitol Building, which I offered to replace, but as it has been decided that it would be of great injury to the building to do so, I now offer to pay to the State of Texas a fair value for any such stone, or for any other defect that cannot be remedied, if there is any such.

Very respectfully,

GUS WILKE.

The following resolution was unanimously adopted:

*Resolved*, That as the positions held by the Superintendent of Construction, and the two Capitol Building Commissioners, and the Secretary, are now vacant, their successors be appointed by this Board as soon as practicable: *And resolved further*, That as certain defects are alleged to exist in the construction of the building, contrary to the Contract, which the Contractor has signified his willingness to repair, upon the judgment of a competent expert, or experts; therefore, it is hereby declared to be the purpose of this Board to secure the services of men of the most eminent ability and skill for these vacancies.

In accordance with the foregoing resolution, the Board decided to go into the election of a Secretary, to take effect September 25, 1888. Hon. R. M. Hall nominated Mr. R. S. Harrison, of Austin. Hon. J. S. Hogg seconded the nomination, and Mr. Harrison was unanimously elected Secretary to fill the vacancy caused by the resignation of Mr. Jno. T. Dickinson.

On motion of Hon. R. M. Hall, the Board authorized the Governor to investigate the capabilities of persons for the positions of Commissioners and Superintendent, in compliance with the foregoing resolution, and to nominate the persons deemed most suitable for appointment by the Board.

The Board then adjourned.

On September 24, 1888, in accordance with the foregoing action of the Board, Mr. R. S. Harrison, the newly elected Secretary, received from Mr. Jno. T. Dickinson, the retiring Secretary, all the books, records, papers, plans, etc., of which he had been custodian, and took charge of the office of Secretary of the Capitol Board and Commissioners, which carries with it also the duties of Secretary of the State Penitentiary Board.

# APPENDIX.

## EXHIBIT 1.

### AGREEMENT IN REFERENCE TO RECEPTION OF CAPITOL BUILDING.

Memorandum of agreement, in duplicate, made and entered into this the eighth day of May, A. D. 1888, by and between the State of Texas, acting by and through Joseph Lee and M. H. McLaurin, Capitol Building Commissioners, and Abner Taylor, Capitol Building Contractor.

Witnesseth: That whereas, the Governor, Comptroller, Treasurer, and Commissioner of the General Land Office, acting as a Board for the reception of the New State Capitol Building, did on this day adopt the following resolution:

*Be it resolved*, This Board, under and by virtue of the authority of an act entitled, "An act to provide for the reception of the New State Capitol Building," approved May 2, 1888, that it is our opinion that so much of said building as has been completed, as set forth and recited in the reports of the Capitol Building Commissioners and the Superintendent of Construction, a copy of which is hereto attached and made a part hereof, of date May 4, 1888,\* is ready for reception, and the same is hereby received in the name of and for the State of Texas, hereby relieving the Contractor from all care and responsibility for the custody and protection of said building, and from any injury done to same by the public after this date; provided that the contractor shall be responsible for all damage done the building or any part thereof by himself, sub-contractor, agents, or employees, during the completion of said building; it being expressly understood that neither the State nor the contractor waive, relinquish, or surrender any right or obligation under the laws or the contract now existing.

Now, therefore, it is agreed and understood by and between the parties hereto, that the said Capitol Building Commissioners do hereby accept from the said Contractor the new State Capitol Building, as far as completed in accordance with the provisions of the Capitol Building Contract and under the terms of the resolution hereinbefore set forth.

In witness whereof, we hereto set our several signatures, this the eighth day of May, A. D. 1888.

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.

Approved:

L. S. ROSS, Governor.

We hereby advise and consent to the foregoing agreement.

JNO. D. McCALL,  
Comptroller.  
F. R. LUBBOCK,  
Treasurer.  
R. M. HALL,  
Commissioner General Land Office.

## EXHIBIT 2.

### MEMORANDUM OF AGREEMENT IN REFERENCE TO DRAINAGE.

Memorandum of agreement in duplicate, made and entered into this the 12th day of June, A. D. 1888, by and between the State of Texas, acting by and through Joseph Lee and M. H. McLaurin, Capitol Building Commissioners, and Abner Taylor, Capitol Building Contractor.

Witnesseth: That whereas the State Capitol Board adopted a resolution, May 24, 1884, amended July 1, 1884, reposing authority in the Commissioners to make such minor changes in the construction of the Capitol Building as may be suggested by the Superintendent, or by the Contractor, and approved by the Commissioners, as essential to an improved construction of the building; *provided*, the said changes do not affect the spirit of the contract for building the new State Capitol, and are to be made at no additional cost to the State of Texas; and

Whereas, by the terms of the agreement of May 8, A. D. 1888, by which the State Capi-

\* See pages 6 and 7 ante for these reports.

tol Building was accepted by the State of Texas, it was set forth that the drainage of the said building was unfinished; and

Whereas, the system of drainage called for by the original plans and specifications was imperfect;

Now, therefore, it is agreed and understood by and between the parties hereto, that in accordance with the resolution heretofore referred to, and for the reasons above set forth, the said original plans and specifications for the drainage of the Capitol Building shall be so amended as to require the said drainage to be done in accordance with the lines marked in yellow on amended plan marked "A 1;" said plan being in duplicate, and made a part of this agreement as fully and expressly as if the said plan was herein at length set forth. And further, that all pipes required for this work are to be unglazed drain tile, sizes shown on plan, and to be laid at such depth as to carry the water from the areas under the window sills of the basement windows, and to have not less than one inch fall or decline in every twenty-five feet, the main drains to commence at not less than six inches below the above mentioned area floors. It is understood and agreed by and between the parties hereto, that all the material and work required under this contract and accompanying plan, as above described, for securing a thorough and complete system of drainage for the Capitol Building, shall be furnished and performed as herein set forth, and as specified on said plan, in the very best workmanlike manner.

It is understood and agreed by and between the parties hereto that the foregoing addition and improvement to the system of drainage called for by the original plans and specifications do not affect the construction of the building except as herein specified.

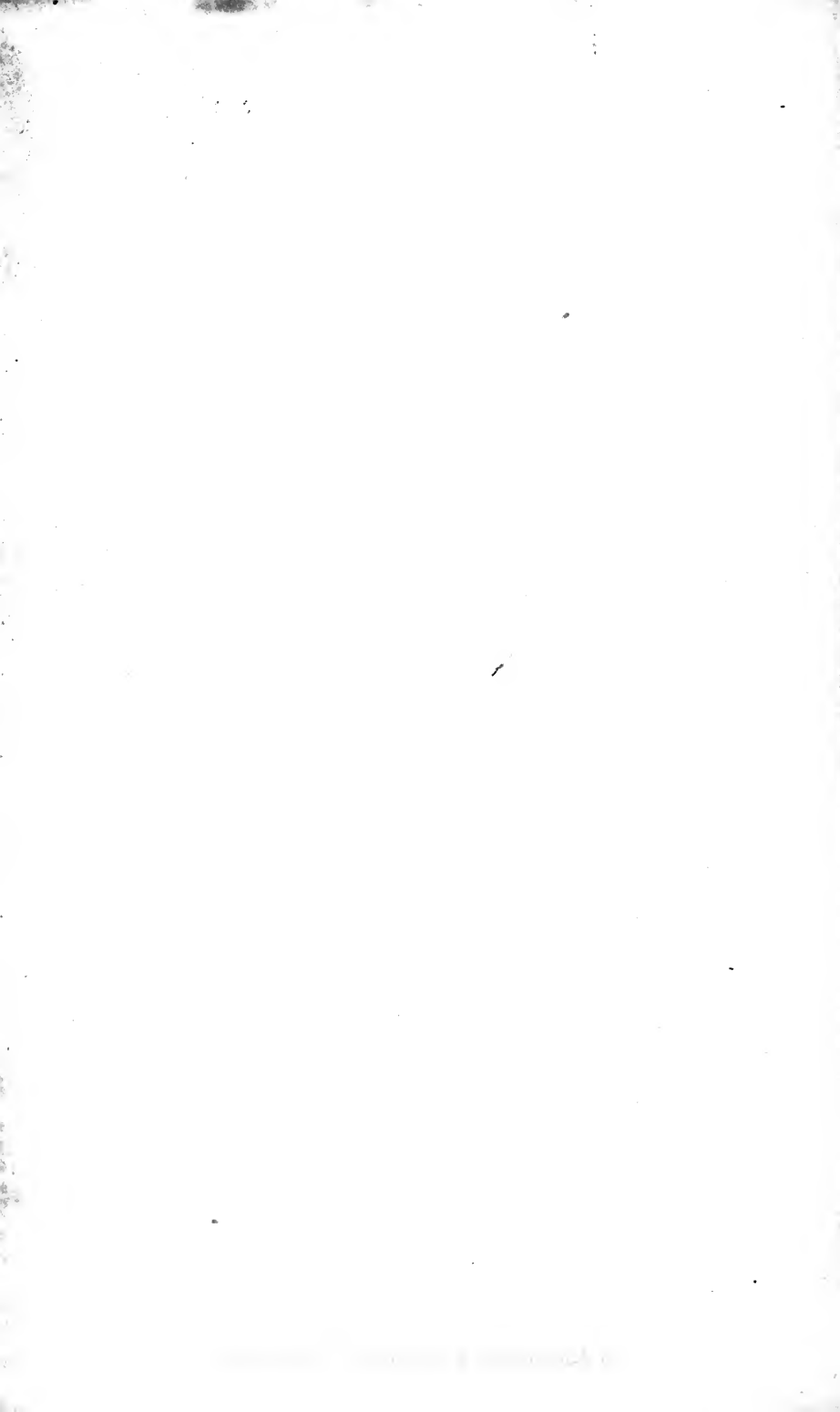
In witness whereof we have hereto set our several signatures this the twelfth day of June A. D. 1888.

JOSEPH LEE,  
M. H. McLAURIN,  
Capitol Building Commissioners.  
ABNER TAYLOR,  
Capitol Building Contractor.

Attest:

JNO. T. DICKINSON, Secretary.





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